

cribed as follows:

Six notes of \$1270.00 each, all dated April 25, 1924, first note due September 20, 1924; second note due December 20, 1924; third note due March 20, 1925; fourth note due June 20, 1925; fifth note due September 20, 1925 and sixth note due December 20, 1925; All of said notes drawing ten per cent. interest from maturity and providing for an attorney's fee of \$15.00 and 10% of principal additional if not paid at maturity all of which amounts are secured by this mortgage.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Henry A. Tankersley

Nancy Tankersley

STATE OF OKLAHOMA,)
) ss:
TULSA COUNTY,)

Before me, a Notary Public in and for said County and State, on this 25th day of April 1924 personally appeared Henry A. Tankersley and Nancy Tankersley to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires Aug. 12th, 1926

(SEAL) Joe Harshbarger, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Apr 29, 1924 at 4:00 o'clock P. M. in Book 487, page 467

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

256942 C.J.

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, Finerty Investment Company, a corporation organized under the laws of Oklahoma, does hereby assign, transfer and set over, without recourse in any event, to Central Life Assurance Society of the United States (Mutual) and future assigns, all its right, title and interest in and to one certain Real Estate Mortgage, the indebtedness thereby secured, and the lands and tenements therein described, to wit:

One certain Real Estate Mortgage for \$6400.00, executed by B. E. Capps and Hazel Capps, his wife to Finerty Investment Company, dated the 15th day of March, 1924, and secured upon the

The Southwest quarter of Section Fifteen (15), Township Nineteen (19)

North, Range Thirteen (13) East

of the Indian Meridian, in Tulsa County, Oklahoma, which mortgage is duly recorded in mortgage record No. 443 on page 400