

TREASURY'S ENFORCEMENT

I hereby certify that I received \$0.50 and issued
Receipt No. 17698 thereon in payment of mortgage
tax on the within mortgage.

Dated this 8 day of Dec 1924
W. W. Stuckey, County Treasurer

357

between Ezra E. Cooper and Lena Cooper, his wife of Tulsa County, in the State of Oklahoma.
of the first part and M. Koide of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part in consideration of Two Thousand
Seven Hundred Eighty and 60/100 Dollars, (\$2,780.60). the receipt of which is hereby acknow-
ledged. do by those presents grant, bargain, sell and convey unto said party of the second
part his heirs and assigns, the following described real estate, situated in Tulsa County,
and State of Oklahoma. to-wit;

All that portion of Southeast Quarter (SE $\frac{1}{4}$) of Northeast
Quarter (NE $\frac{1}{4}$) lying South of the M. K. & T. R. R. right-
of-way, except seven and one half acres heretofore conveyed
to L. B. Holt, in Section Four (4); Township Nineteen (19),
North. Range Twelve (12) East; in Tulsa County, State of
Oklahoma;

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and
assigns, together with and singular the tenements, hereditaments and appurtenances there-
unto belonging, or in any wise appertaining. forever,

PROVIDED ALWAYS, And these presents are upon this express condition that whereas
said first parties have this day executed and delivered their certain promissory note in
writing to said party of the second part described as follows;

One note dated December 1st. 1924. for the sum of \$2780.60 and due and payable
December 1st. 1925, to the order of M. Koide, bearing interest at ten per cent
per annum from date.

Now if said parties of the first part shall pay or cause to be paid to said party
of the second part his heirs or assigns, said sum of money in the above described note, men-
tioned 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 same
are by law made due and payable, the whole of said sum or sums, and interest thereon, shall
then become due and payable and said party of the second part shall be entitled to possession
of said premises, And said parties of the first part for said considerations do hereby expressly
waive an appraisalment 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.

Ezra E. Cooper
Lena Cooper

STATE OF OKLAHOMA; TULSA COUNTY) SS

Before me Elizabeth Hall . a Notary Public in and for said County and State on this 1st
day of December 1924; personally appeared Ezra E. Cooper and Lena Cooper, his wife, 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 October 9th, 1926 (seal) Elizabeth Hall Notary Public,

Filed for record in Tulsa. Tulsa County, Oklahoma December 8th, 1924 at 2:25 O'clock P. M.
and recorded in Book 489. Page 356.

By Brady Brown Deputy, (seal) C. G. Weaver County Clerk

489

RECORDED BY JMS