

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of Feb A. D. 1912, at 8:15 o'clock AM.

Fees, \$

Register of Deeds.

By Secy. H. C. Vaskley Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 12789.

THIS INDENTURE, Made this 17th day of February, A. D. 1912, between William J. Cooper and Paulina D. Cooper his wife of Tulsa County, in the State of Oklahoma, of the first part, and Chas. E. Light, Guardians of Estate of Donaldson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of One Hundred twenty five Dollars (\$112.50), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots numbered one (1) two (2) three (3) and four (4) in the College View Addition to Broken Arrow. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said William J. Cooper and Paulina D. Cooper have on this day executed and delivered and certain promissory note, in writing to said part of the second part, described as follows: Dated at Broken Arrow, Oklahoma, February 17th 1912 for \$112.50 due February 17th 1913, with interest from date at the rate of eight per cent per annum, interest payable semi-annually both principal and interest payable at Broken Arrow, Tulsa, and mortgagee has privilege of paying entire note at any interest paying date and to make up said payment

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her heirs or assigns, said sum of money in the above-described note 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 of said sum or sums, and interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part 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 part of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Asst. Law Notary Public in and for said County and State on this 17th day of February, 1912, personally appeared William J. Cooper and Paulina D. Cooper 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 March 13 1912 Secy. Asst. Law Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That William J. Cooper and Paulina D. Cooper of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of One Hundred twenty five Dollars, to Chas. E. Light in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Chas. E. Light heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 17th day of February 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24th day of Feb A. D. 1912, at 8:15 o'clock AM. Fee, \$ 1.00 Register of Deeds. 1912

RECEIPT.

Received of Chas. E. Light the within-named mortgagor the sum of One Hundred twenty five Dollars, in full satisfaction of the within mortgage.