

MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of Feb A. D. 1912, at 11 o'clock A. M.

Fees, \$

SealH. H. Hally

Register of Deeds.

By Seal Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 19th day of February, A. D. 1912, between William M. Stone & wife Elizabeth Stone of Tulsa County, in the State of Oklahoma, of the first part, and E. D. Coggeshall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two Hundred Dollars (\$ 200.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Eighty-four (84) feet of lot Twenty (20) in Block The South Fifty (50) feet of lot Twenty (20) in Block Eighty-four (84) according to the original plat of Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part his 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 M. Stone & wife Elizabeth Stone had this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows:

One principal note for \$200.00 due June 19-1912

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me

W. A. Rader

Register of Deeds.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part his 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 1st of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration 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 part 1st of the first part ha. whereunto set their hands the day and year first above written.

Witness to mark

Minnie StoneJohn J. RunderhillWilliam M. Stone
Elizabeth Stone

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

Frank M. Rodolf

Notary Public

in and for said County and State on this 26th day of February, 1912, personally appeared William M. Stone and Elizabeth Stone, his wife to me known to be the identical person 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 4-12-1913SealFrank M. Rodolf

Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That William M. Stone of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Hundred DOLLARS, to E. D. Coggeshall in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 ha. hereunto set hand this day of February 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26th day of February, A. D. 1912, at 11 o'clock A. M. Fee, \$

Register of Deeds.

\$ 200.00 1912

RECEIPT.

Received of E. D. Coggeshall the within-named mortgagor the sum of Two Hundred DOLLARS, in full satisfaction of the within mortgage.