

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25<sup>th</sup> day  
of Feb A. D. 1911, at 3<sup>30</sup> o'clock P. M.

Fees, \$.....

Register of Deeds.

By W. H. Harkley (Seal) Deputy.

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

THIS INDENTURE, Made this 25<sup>th</sup> day of February, A. D. 1911, between Charles Dwyer and James Dwyer his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. G. Coggeshall of Midway Springs, Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

Three hundred Dollars (\$300.00), the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Part of Lot three (3) in Block Three (3) described as follows: Beginning at a point Ten (10) feet South of the Northeast corner of Lot Three (3) thence, the whole One Hundred Forty (140) feet and parallel with Lot one between Lots Two (2) and Three (3) to alley line thence southerly along alley line forty (40) feet thence easterly to the hundred foot (100) feet road parallel with lot line between Lots two (2) and Three (3) to street line, thence northerly along street line forty (40) feet to point of beginning in the City of Tulsa

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part their 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 Charles Dwyer & James Dwyer have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One Principal note for \$ 500.00 due Feb. 25 - 1911  
One interest note for \$ 20.00 " Aug. 25 - 1910  
" " " " \$ 20.00 " Feb. 25 - 1911

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 parties 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 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 hand the day and year first above written.

Charles E. Dwyer  
Mrs. James Dwyer

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me E. D. Coggeshall a Notary Public in and for said County and State on this 25<sup>th</sup> day of February, 1911, personally appeared Charles Dwyer and James Dwyer 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 May 14 1911.

E. D. Coggeshall

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That.....of.....County, in the State of Oklahoma, the within-named mortgage.....in consideration of the sum of.....and.....DOLLARS,

to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto

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.....have hereunto set.....hand this.....day of.....19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the.....day of.....A. D. 19.....at.....o'clock.....M. Fee, \$.....

Register of Deeds.

\$.....

19.....

## RECEIPT.

Received of.....the within-named mortgagor.....the sum of.....and.....DOLLARS, in full satisfaction of the within mortgage.