

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3rd day of May A. D. 1912, at 1 o'clock P. M.

Fees, \$

Seal J. E. Halkley Register of Deeds.
By Deputy.

COMPLETED

TO

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 3rd day of May A. D. 1912, between Milton J. McCoy and Nellie M. McCoy of the first part, and Laure E. Spore 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 Five hundred and 20/100 Dollars (\$500.20), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots number 2 and 16 in Block # 33 in the town of Broken Arrow Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Milton J. McCoy & Nellie M. McCoy have this day executed and delivered one certain promissory note, in writing to said part of the second part, described as follows: One note for \$500.00 dated May 30, 1912 due and payable one year after date with interest thereon at ten per cent payable semi-annually

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of May 1912, personally appeared Milton J. McCoy and Nellie M. McCoy 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 June 15-1913 1912 Seal W. A. Reynolds Notary Public

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 ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, 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.