

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>7</u> day of <u>Oct.</u> A. D. 19 <u>29</u> at <u>8:30</u> o'clock <u>A.</u> M.
	Fees, \$ <u>(Seal)</u> <u>H. C. Halsey</u> Register of Deeds.
	By <u>(Seal)</u> Deputy.

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

THIS INDENTURE Made this 6th day of October, A. D. 1929, between John V. Starr and Myrtle M. Starr, his wife of Tulsa County, in the State of Oklahoma, of the first part, and H. D. Coggeshall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Six hundred and no Dollars (\$600.00), the receipt of which is hereby acknowledged, do by these 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: Lot seven (7) Block fourteen (14) in Square and Forty (40) addition to Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 John V. Starr and Myrtle M. Starr, his wife have this day executed and delivered their certain promissory note, in writing to said party of the second part, described as follows: One principal note in the sum of Six hundred Dollars (\$600.00) payable February 5th, 1930.

Now, if said party 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 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 party 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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and agree to pay the sum of \$20.00 and 10 percent of the amount of any note described as collection and attorney fees if note is placed in hands of collector or attorney.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Vonah Clay Notary Public in and for said County and State on this 6th day of October, 1929, personally appeared John V. Starr and Myrtle M. Starr, 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 June 11, 1930 (Seal) Vonah Clay Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That John V. Starr of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of no DOLLARS, to H. 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, he hereunto set his hand this 7th day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 7th day of October, A. D. 1929, at 8:30 o'clock A. M. Fee, \$ 0.00 Register of Deeds.

RECEIPT.

Received of H. D. Coggeshall the within-named mortgagor, the sum of no DOLLARS, in full satisfaction of the within mortgage.