

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 11 day of Sept. A. D. 1927, at 9:30 o'clock a.m.

Fees, \$

(Seal)

H. B. Walkley
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 11 day of September, A. D. 1927, between William O. Cop, of Mary J. Cop, his wife, of Logan County, in the State of Oklahoma, of the first part, and The Logan County Bank, a corporation of Logan 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 fifty eight and no/100 Dollars (\$158.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, its successors and assigns, the following-described Real Estate, situated in Logan County, and State of Oklahoma, to-wit: Lot number eighteen (18) in section (19) and tract (210) in Block number twenty three in the town of Shattuck, according to the standard plat.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its successors 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 O. Cop, Mary J. Cop, his wife, have this day executed and delivered one certain promissory note, in writing to said part of the second part, described as follows: \$158.00, maturity date Sept. 1st 1929, I, said part of the first part, principals, promise to pay to the order of The Logan County Bank, of Shattuck, Okla. One hundred fifty eight and no/100 Dollars as the Logan County Bank, with interest at 6 per cent, payable from date until paid. The makers and endorser of this note, hereby severally promise presentment for payment, protest and notice of protest, and consent that time of payment may be extended without notice thereof, appraisal and sale and exemption waived. William O. Cop, Mary J. Cop.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, its successors 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, George M. Janaway, Notary Public, in and for said County and State on this 11th day of September, 1927, personally appeared William O. Cop and Mary J. Cop, to and 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 Oct. 1st 1928.

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 has hereunto set hand this day of 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1927, at o'clock. M. Fees, \$

Register of Deeds.

RECEIPT.

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