

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 1 day of Nov. A. D. 1910, at 1 o'clock P. M.

Fees, \$..

H. C. Walchey
Register of Deeds

By Deputy.

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

THIS INDENTURE, Made this 31st day of October A. D. 1910, between John W. Cooper & Chas. M. Cooper, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and S. R. Cooper 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 (\$600.00) Dollars (\$600.00), the receipt of which is hereby acknowledged, do hereby 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: The west one-half of the north-east quarter of the north-west quarter of Section Seven (7) Township twenty-two (22) Range Thirteen (13) also the east twenty (20) Acres of Lot one (1) of said Section Township and Range, also the west 16 2/3 Acres of Lot one (1) of Section 7 Township 22 Range 13. Also the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 6 Township 22 Range 13 Containing in all 66 5/8 acres

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 W. Cooper has this day executed and delivered this certain promissory note. In writing to said party of the second part, described as follows:

\$600.00 Tulsa, Okla. October 31-1910. Pay or before six months after date I promise to pay to the order of S. R. Cooper Six Hundred Dollars for value received with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become due from date and bear the same rate of interest. This note is negotiable and payable without defalcation or discount and without any relief or benefit whatever from stay, valuation, appraisement or Homestead Exemption laws together with 10% Attorney fees John W. Cooper

Now, if said parties 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 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 and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker, Notary Public in and for said County and State on this 31st day of October, 1910, personally appeared John W. Cooper and Chas. M. Cooper, 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 April 17, 1913.

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 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. 1910, at o'clock M. Fee, \$.

Register of Deeds.

RECEIPT.

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