

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 9 day of June A. D. 1911, at 10:45 o'clock A. M.

Recd. \$

/ By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10738

THIS INDENTURE, Made this 5<sup>th</sup> day of December A. D. 1911, between Edwin F. Coney and William M. Coney of Tulsa County, in the State of Oklahoma, of the first part, and Edith H. Coney of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Eight Hundred & Fifty (\$850.00) and Dollars (\$ ), 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: Lots eleven & twelve (11 & 12) Block Eighteen (16) Leguich & Horrythe Add. to Tulsa, Okla. 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 Edwin F. Coney has this day executed and delivered 10 certain promissory notes in writing to said party of the second part, described as follows: copy

five (5) notes of Twenty Dollars each (\$20.00) and one note for fifty dollars (\$50.00) all dated April 24-1909 and draw 5% interest from date & endorsement by Edwin F. Coney.

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 notes 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 become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Sophia Magnuson Notary Public in and for said County and State on this 20<sup>th</sup> day of December, 1911, personally appeared Edwin F. Coney and William M. Coney 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. Witness my hand and notarial seal the day and year above set forth. Sophia Magnuson My commission expires May 13, 1911. (Seal) Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Edwin F. Coney and William M. Coney of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 850.00 Dollars, to Edith H. Coney, in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Edith H. Coney 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 her hand this 20<sup>th</sup> day of December, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20<sup>th</sup> day of December, A. D. 1911, at 10:45 o'clock. M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of Edith H. Coney the within-named mortgagee the sum of 850.00 Dollars, in full satisfaction of the within mortgage.

Per value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Edith H. Coney

Signed and acknowledged before me Mar 14 1911

Register of Deeds.