

## MORTGAGE RECORD.

COMPARED

FROM

J. F. Richey &amp; Lela Richey

TO

Lellie E. Coates

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Feb. A. D. 1911, at 4 o'clock P. M.

Fees, \$.

(Seal)

H. C. Minkley  
Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 27th day of February A. D. 1911, between J. F. Richey and Lela Richey husband & wife of Tulsa County, in the State of Oklahoma, of the first part, and Lellie E. Coates of Monroe County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One thousand and two hundred Dollars (\$1,200.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot numbered thirteen (13) in Block numbered twelve (12) of Lynch and Grayth Addition to Tulsa, Oklahoma a DOLLARS,

First parties are to keep said premises insured in some good company loss payable to mortgagee as here interest may appear in a sum not less than \$15.00

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 J. F. Richey and Lela Richey have this day executed and delivered three certain promissory notes in writing to said part of the second part, described as follows:

One note for a principal sum of one thousand dollars due and payable August 1st, 1911.  
Note No. 2 for a principal sum of five hundred dollars due and payable March 1st, 1912.  
Note No. 3 for a principal sum of five hundred dollars due and payable March 1st, 1913.  
All of said notes bear interest at the rate of eight per cent per annum payable annually compounded if not paid when due.

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

J. F. Richey  
Lela Richey

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. D. Evans

Notary Public

In and for said County and State on this 27th day of February, 1911, personally appeared J. F. Richey and Lela Richey 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 Jan. 31, 1915.

T. D. Evans

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa 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 has hereunto set hand this day of 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock P. M. Fee, \$.

Register of Deeds.

## RECEIPT.

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