

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 4 day
of April, A. D. 1911, at 7:30 o'clock A. M.

Fees, \$.....
Seal H. E. Warkley
Register of Deeds.

By..... Deputy.

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

THIS INDENTURE, Made this 2d day of April, A. D. 1911, between Stephen H. Covey and Sarah H. Covey his wife of Tulsa County, in the State of Oklahoma, of the first part, and B. F. Rettus of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three Thousand Dollars (\$ 3000.00), the receipt of which is hereby acknowledged, do..... by these presents grant, bargain, sell and convey unto said part 1st of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
The north twenty five (25) feet of the south fifty (50) feet of lot two (2) in near one hundred thirty five (135) in the town of T. Tulsa, in above named county and State, according to government survey and plat thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 First parties have this day executed and delivered their certain promissory note in writing to said part 1st of the second part, described as follows:
April 2-1911. One year after date for value received, we or either of us promise to pay to the order of B. F. Rettus Three Thousand and no/100 dollars at office of B. F. Rettus, Tulsa Okla., with interest at the rate of eight per cent per annum payable annually from date until paid, the interest is not paid when due, to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten percent on the amount of this note as attorney's fees.
Signed, Stephen H. Covey
Sarah H. Covey

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 part 1st of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hand the day and year first above written.

Stephen H. Covey
Sarah H. Covey

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Rettus Notary Public
in and for said County and State on this 2d day of April, 1911, personally appeared Stephen H. Covey and Sarah H. Covey 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 Sept. 12, 1912 Seal B. F. Rettus

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 ha..... hereunto set..... hand this..... day of..... 19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the..... day of..... A. D. 19....., at..... o'clock..... M. Fee, \$.....

Register of Deeds.

RECEIPT.

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