

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day  
of April, A. D. 1911, at 2:30 o'clock P. M.

Fees, \$

Seal

H. C. Waukey

Register of Deeds.

By

Deputy.

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

THIS INSTRUMENT made this 22nd day of April, A. D. 1911, between Aureano Love and Rod Love her husband of Tulsa County, in the State of Oklahoma, of the first part, and James F. McCoy of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

Sixty + 7/10

Dollars (\$ 60.00),

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of section twenty-nine (29), Township twenty (20) Range fourteen (14) East, Tulsa County Oklahoma.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Aureano Love and Rod Love have this day executed and delivered certain promissory note in writing to said part of the second part, described as follows: Due note dated April 22nd 1911 for sixty dollars \$60.00 due on or before November 1st 1911, with interest at ten per cent (10%) per annum according to the terms thereof.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 has hereunto set their hand and the day and year first above written. Witness to said part of the first part who cannot write and at whose request wrote his name: W. E. Piersen, witness Abbie R. Berry.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Farmer, Notary Public, in and for said County and State on this 22nd day of April, 1911, personally appeared Aureano Love and Rod Love, husband and wife, known to me 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 May 29, 1913. Seal Arthur Farmer.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That I, James F. McCoy, of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Sixty (\$60.00) and 7/10 DOLLARS, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Abbie A. Eddy her 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 his hand this 22nd day of April, 1911. Executed in presence of W. E. Piersen, Arthur Farmer.

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 Sixty (\$60.00) and 7/10 DOLLARS, in full satisfaction of the within mortgage.