

This Indenture, Made this 21st day of April A. D. 1928, between

Tom Pato & wife Marie
of Tulsa County in the State of Oklahoma, of the first part, and

L. O. Mann Sr.
of Tulsa County, in the State of Oklahoma, of the second part:

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

Three hundred Dollars, the receipt of which is hereby acknowledged,
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:

All of lot four (4) Block twenty-five (25) in Owen Addition to City of Tulsa.

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

Tom Pato & wife Marie have of this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: Tulsa, Oklahoma April 21, 1928

No. 300.88
One year after date, or, on either of two, each as principal, promise to pay to the order of L. O. Mann Sr. Three hundred dollars. For value received, negotiable and payable at The Farmers National Bank, Tulsa, Oklahoma, with interest at ten per cent per annum from maturity until paid. The maker, signers and endorser, each severally joint and several, promise to pay, notice of non-payment, protest and notice, and further consent to any renewal or extension without further notice. They also agree to pay an attorney's fee of ten dollars and ten per cent of this note if same is collected by an attorney or by legal proceedings.

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 have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Geo. H. Howell Notary Public

in and for said County and State on this 21st day of April 1928, personally appeared

Tom Pato and wife Marie Pato 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 August 30th 1928 Geo. H. Howell

This instrument was filed for Record on the 22 day of Apr A. D. 1928, at 2 o'clock P. M., and duly recorded the 22 day of Apr 1928

By (Seal) Deputy. H. B. Mackley Register of Deeds.

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

Signed and acknowledged before me Geo. H. Howell Notary Public