

FROM  
*Harry J. Stoops and*  
*C.R. Barrett*  
 TO  
*Lee Clinton*

STATE OF OKLAHOMA, } ss.  
 County. } This instrument was filed for record in my office  
 on the 22 day of April A. D. 1928 at 2  
 o'clock a M., and duly recorded in Vol. 39 of maps at page 2  
 (Seal) H.B. Mackley Register of Deeds.  
 By out Deputy.  
 Fees, \$ 1.00

This Indenture, Made this 20th day of April in the year of our Lord One Thousand Nine Hundred and 28  
 by and between Harry J. Stoops and C.R. Barrett  
 of the County of Tulsa and State of Oklahoma, part 1st of the first part and  
Lee Clinton part 2nd of the second part.  
 WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of thirty five hundred  
 Dollars, to them in hand paid, by the said part 2nd  
 second part, the receipt whereof is hereby acknowledged, ha 2d granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,  
 and part 2nd of the second part, and to his heirs and assigns, forever, all of the following described tract piece or parcel of land lying and situate  
 in the County of Tulsa and State of Oklahoma, to-wit:

All of the west 50 feet of Lot 4 and the south 40 feet fronting on Denver Ave. 250  
feet deep of Lot 5 all in Block 69 in the town of Tulsa, Okla. together  
with all the improvements thereon  
Subject to a mfg. of 267500 given by F.B. Smith concerning the  
undivided one half interest of C.R. Barrett due Feb. 9, 1909

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and  
 all rights of homestead exemption, unto the said part 2nd of the second part, and to his heirs and assigns forever. And the said part 1st of the first part  
 do hereby covenant and agree that at the delivery hereof they and heirs the lawful owner of the premises  
 above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the  
 same in the quiet and peaceable possession of said Lee Clinton the second part of the  
 heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:  
 FIRST: Said Harry J. Stoops and C.R. Barrett are  
 justly indebted unto the said part 2nd of the second part in the principal sum of thirty five hundred Dollars, in gold coin of the United States of the present standard of weight and fineness,  
 being for a loan thereof made by the said part 2nd of the second part, to the said parties of the first part executed and  
 and payable according to the tenor and effect of certain negotiable promissory note numbered 100 executed and  
 delivered by the said parties of the first part bearing date April 20 1928 payable to the  
 order of said Lee Clinton with interest thereon from date of maturity at the rate of 10 per cent per annum, payable semi-annually on the 1st day of  
 with interest thereon from date of maturity at the rate of 10 per cent per annum, payable semi-annually on the 1st day of  
 being further evidenced by coupons attached to said principal note and of even date therewith and payable  
 to the order of said Lee Clinton

SECOND: Said part 1st of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and  
 improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of five thousand  
 Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part 1st  
 of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per  
 annum and the first part shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 1st of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not  
 commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security  
 for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part 1st of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as  
 the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money  
 hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part 1st of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the  
 insurance policy, a reasonable attorney's fee of not less than fully Dollars shall be added, which this mortgage also secures.  
 And that the said part 1st of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead  
 exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.  
 IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto subscribed their name and affixed their seal on the day  
 and year first above mentioned.

Executed and delivered in the presence of

J.W. Diney  
Nash R. Conway

C.R. Barrett  
Harry J. Stoops

STATE OF OKLAHOMA, } ss. Before me, a Notary Public in and for said County and State,  
Tulsa County. } on this 24th day of April 1928 personally appeared  
C.R. Barrett and Harry J. Stoops 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 July 7th 1931 (Seal)

D.B. Pacer  
Notary Public

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

Signed and acknowledged before me  
Lee Clinton