

FROM

STATE OF OKLAHOMA,

County, ss.

This instrument was filed for record in my office  
on the 17 day of July, A. D. 1929 at 8:30  
o'clock a. M., and duly recorded in Vol. 116 at page 116  
By (Seal) H. B. Walkley Register of Deeds.  
Deputy.

Fees, \$

This Indenture, Made this 17th day of July in the year of our Lord One Thousand Nine Hundred and 29  
by and between John Bryant & Lilly Bryant, his wife  
of the County of Tulsa and State of Oklahoma, parties of the first part and  
Lee Clinton party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of four hundred & eighty six Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said party 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:

In section 27, Twp. 19, North, range 12, east:  
Beginning at a point on the north line of the St. L. & S. F. Ry. right of way running north along the west line of section 27 to the southwest corner of the allotment of Eliza Martin, thence east to the southeast corner of the Eliza Martin allotment, thence south to the right of way of the St. L. & S. F. Ry. thence in a southeasterly direction along the north line of said right of way to the place of beginning containing three (3) acres more or less.

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 party of the second part, and to his heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefensible 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 party of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said John Bryant & Lilly Bryant, his wife are jointly indebted unto the said party of the second part in the principal sum of four hundred & eighty six Dollars, in gold coin of the United States of the present standard of weight and fineness, for a loan thereof made by the said party of the second part, to the said parties of the first part payable according to the tenor and effect of certain negotiable promissory note numbered 116 executed and delivered by the said parties of the first part bearing date July 1, 1929 payable to the order of said Lee Clinton six months years after date, at Tulsa with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the 1st day of January and July being further evidenced by coupons attached to said principal note per cent per annum after maturity, the installments of interest and of even date therewith and payable to the order of said Lee Clinton.

SECOND: Said party 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 hundred 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 party 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 assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party 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 money herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said party 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 party 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 Twenty five Dollars shall be added, which this mortgage also secures.

And that the said party 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.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said party of the first part hereunto subscribed their names and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

John Bryant  
Lilly Bryant

STATE OF OKLAHOMA, ss.  
Tulsa County

Before me, Samuel P. McKinney, a Notary Public in and for said County and State,

on this 17th day of July, 1929, personally appeared John Bryant and Lilly Bryant 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 June 11 - 1930

(Seal)

Samuel P. McKinney  
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