

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 26<sup>th</sup> day of January, A.D. 1929, between M. A. Breckinridge & Julia P. Breckinridge of Tulsa County, in the State of Oklahoma, of the first part, and Thomas Nixon of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Seventeen Hundred Dollars (\$1700.00) 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:

Lots four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11) and twelve (12) in Block one (1) in River Road Addition to the city of Tulsa, according to the recorded plat thereof 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 M. A. Breckinridge & Julia P. Breckinridge, ha<sup>ve</sup> this day executed and delivered Two certain promissory notes in writing to said part of the second part, described as follows:

One note dated Jan'y 26<sup>th</sup> 1929 for \$850.00 due on or before Jan'y 26<sup>th</sup> 1931 at 7 1/2 per cent. per annum and one note for \$850.00 dated Jan'y 26<sup>th</sup> 1929 and due on or before Jan'y 26<sup>th</sup> 1931 at 7 1/2 per cent. interest per annum. Interest payable annually on each note, and it is further understood and agreed between the parties hereto that parties of the first part are to keep the buildings on the premises insured in some reliable fire & tornado insurance company with mortgage clause attached. Payable mortgage as his interest may appear and in the event the same is not done the mortgagee may have the same insured and charge the same as principal and to bear the same rate of interest as the original mortgage and subject to this mortgage.

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 possession of said premises. And the said part 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.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hands the day and year first above written.

M. A. Breckinridge  
Julia P. Breckinridge

State of Oklahoma, ss. Tulsa County BEFORE ME John D. Walkley, a Notary Public, in and for said County and State on this 26<sup>th</sup> day of January, 1929, personally appeared M. A. Breckinridge and Julia P. Breckinridge 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 Nov 29 1931.

## ASSIGNMENT

Know All Men by These Presents:

THAT of County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 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<sup>ve</sup> hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, ss. County This Assignment was filed for record on the day of A.D. 19 at o'clock M. and duly recorded in Book on page Fee, \$ 19 Register of Deeds.

## RECEIPT.

RECEIVED OF the within named Mortgagor the sum of DOLLARS and DOLLARS in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 26 day of Jan A.D. 1929 at o'clock M.

John D. Walkley

Register of Deeds.