

MORTGAGE OF REAL ESTATE

DOESLY Printing Company, Inc., Dallas

THIS INDENTURE Made this 19th day of January, A.D. 1929, between Edwin J. Peebles & Lora Peebles his wife of Tulsa County, in the State of Oklahoma, of the first part, and Wm. H. Wackley of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of nine hundred dollars being part of the <sup>unpaid purchase price</sup> ~~unpaid purchase price~~ <sup>XXXX</sup> Dollars (\$ 900.00 ) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

North half of north half of southeast quarter of northeast quarter of section 14 township 19N. and range 12E. amounting to ten acres more or less.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part of 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 part of first part has this day executed and delivered their certain promissory note in writing to said part of of the second part, described as follows:

One note for four hundred and fifty dollars due December 1, 1929.  
One note for \$450.00 due December 1, 1930, both of said notes bearing interest at the rate of eight per cent payable annually.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 of the second part shall be entitled to possession of said premises. And the said part of 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 of the first part has hereunto set their hand the day and year first above written.

Edwin J. Peebles  
Lora Peebles

State of Oklahoma, ss. Tulsa County. BEFORE ME Philip Hates a Notary Public in and for said County and State on this 28th day of January, 1929, personally appeared Edwin J. Peebles and Lora Peebles his wife 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 Mar 4 1929

## ASSIGNMENT

Know All Men by These Presents:

THAT Edwin J. Peebles & Lora Peebles of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 900.00 DOLLARS to Wm. H. Wackley in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto Wm. H. Wackley 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 28th day of January, 1929

EXECUTED IN PRESENCE OF

State of Oklahoma, ss. Tulsa County. This Assignment was filed for record on the 28th day of January, A.D. 1929 at 3 o'clock P. M., and duly recorded in Book 100 on page 100 Fee, \$ 1.00

Register of Deeds.

## RECEIPT.

RECEIVED OF Wm. H. Wackley the within named Mortgagor the sum of 900.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 28th day of Jan, A.D. 1929 at 3 o'clock P. M.

Seal

Wm. H. Wackley

Register of Deeds.