

MORTGAGE OF REAL ESTATE

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THIS INDENTURE Made this 14th day of January A.D. 1929, between W.H. Hudson & Lela C. Hudson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and L.B. Woodbury of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Two hundred twenty Dollars (\$270.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Part of lots five & six in Block fifty three in the City of Tulsa, Okla., more particularly described as follows: Beginning at a point on the north line of said lot 6 which is 40 ft. west of the north easterly corner of said lot, thence southerly parallel with the east line of said lot to the N.T. & S. Right of way, thence northerly along the line of said right of way to a point which at right angles would be 50 ft. east of the west line of said lot, thence northerly parallel with said west line to the north line of said lot, thence easterly on lot 6 50 ft. to place of beginning.

TO HAVE AND TO HOLD The same unto the said part 2 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 W.H. Hudson & wife have this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

One note for \$270.00 dated Jan. 19th 1929 & due to L.B. Woodbury or order in 6 mos from date with interest from maturity @ 6% per annum & reasonable attorney fees in case of suit.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to possession of said premises. And the said part 1 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, I, the undersigned, Clerk of the Court, have hereunto set their hand the day and year first above written.

within mortgage, and same is hereby released.

Signed and acknowledged before me Mar 28 - 1911

State of Oklahoma, }
County } ss.

BEFORE ME

Register of Deeds.

in and for said County and State on this 14th day of January 1929, personally appeared W.H. Hudson and Lela C. Hudson, 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 Dec 14 1941

ASSIGNMENT

Know All Men by These Presents:

THAT W.H. Hudson & Lela C. Hudson, his wife of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Two hundred twenty Dollars and no CENTS to L.B. Woodbury in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto his 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 hereunto set his hand this 14th day of January 1929

EXECUTED IN PRESENCE OF

State of Oklahoma, }
County } ss.

This Assignment was filed for record on the 13th day of Mar A.D. 1929 at 2:55 o'clock P.M., and duly recorded in Book 13 on page 13 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF L.B. Woodbury the within named Mortgagor the sum of Two hundred twenty Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 13th day of Mar A.D. 1929 at 2:55 o'clock P.M.

Seal

H.C. Walkley

Register of Deeds,