

COMPARED

MORTGAGE OF REAL ESTATE

~~DORSEY Printing Company, Dallas, Texas~~

THIS INDENTURE Made this 4th day of February A.D. 1929, between J. P. Wither & M. J. Wither, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and A. Kirkpatrick
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Eleven Hundred and 75/100 Dollars (\$ 1125.00), the receipt of which is hereby acknowledged, do.....by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in, Tulsa County, and State of Oklahoma, to-wit:

The southwesterly fifty (50) feet of lot one (1) in Block one hundred and fifty five (155) having a frontage of fifty (50) feet on Luther Ave and a depth of (40) one hundred and forty feet City of Tulsa, Oklahoma, according to government plat and survey thereof

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 W. R. Smith and Minnie Smith
 ha. 2 nd day executed and delivered not certain promissory note in writing to said part of of the second part, described as follows:

(#1100-2) Tulsa, Okla, 2/4/29
92 days after date, for value received, I, or either of us, promise to pay to the order of J. F. Nishypatruck, Charles, hundred ^{and} 75c. Dollars, at Tulsa, Okla, with interest at the rate of ten per cent. per annum, payable annually, from date until paid. The interest if not paid when due, to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorneys fees.

Now, if said ~~part~~⁸ of the first part shall pay or cause to be paid to said ~~part~~⁹ of the second part the 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~~¹⁰ of the second part shall be entitled to possession of said premises. And the said ~~part~~¹¹ 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 have hereunto set *their*hand.....the day and year first above written.

For value received, I acknowledge satisfaction and pay ment in full of the within mortgage, and same is hereby release. *J. T. Kirkpatrick*

Signed and acknowledged before me, May-1-04

State of Oklahoma, } ss.
Tulsa County }

in and for said County and State on this 4th day of February 1909, personally appeared Wm. P. Mitchel and Minnie Mitchel 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 26th 1911.

ASSIGNMENT

Know All Men by These Presents:

THAT of County, in the State of Oklahoma, the within
 named Mortgage.....in consideration of the sum of.....and.....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.

IN WITNESS WHEREOF, The said Mortgagee ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.
County }

\$ _____ 19 _____ Register of Deeds.

RECEIPT.

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

FILED FOR RECORD On the 13 day of Mar A.D. 1929 at 11⁵⁰ o'clock AM

Seal

H. C. Walpole

Register of Deeds.