

MORTGAGE OF REAL ESTATE

~~DORSEY Printing Company, Dallas, Texas~~

THIS INDENTURE Made this 5th day of February A.D. 1929 between J. T. Guinn and S. M. Guinn, his wife
of Ottawa County, in the State of Oklahoma, of the first part, and J. E. Cole
of Ottawa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party ^{1st} of the first part, in consideration of the sum of Twenty five Dollars (\$ 25.00) the receipt of which is hereby acknowledged, do ^{unto} by these presents Grant, Bargain, Sell and Convey ~~unto~~ said party ^{unto} of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Get two (2) in Block sixteen (16) in town of Grass, Texas
County, Oklahoma

~~DOLLARS~~

TO HAVE AND TO HOLD The same unto the said party 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 J. L. Turner 5 M. Turner his wife
ha. 26 this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$25.00
 Okeimah, Okla. Crer. 15, 1909. On the 15th day of August, 1909 I
 was either of us promise to pay to J. M. Gurns, or order, Twenty Five \$25.00 Dollars
 for value received. Negotiable and payable without devaluation or discount at the
 Okeimah National Bank Okeimah Oklahoma with interest from date at the rate
 of ten per cent per annum until paid. Should this note be placed in the hands
 of an attorney for collection a reasonable amount shall be allowed as attorney's fee.
 Demand made and protest waived. Witness my hand J. M. Gurns - J. M. Gurns

Now, if said part 1.00 of the first part shall pay or cause to be paid to said part 4 of the second part Heirs 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 4 of the second part shall be entitled to possession of said premises. And the said part 3 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 parties of the first part have hereunto set their hands the day and year first above written.

J. F. Lyons
J. F. Lyons

State of Oklahoma.

Okfuskee County, SS. BEFORE ME Arthur J. Martin a Notary Public
in and for said County and State on this 15th day of February 1929, personally appeared J. Williams
and S. M. Givens his wife to me known to be the identical person 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.
(real)
My commission expires Oct 17 1931. Arthur J. Martin

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.

TO HAVE AND TO HOLD The same, forever, subject, nevertheless, to the conditions 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 } 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 _____ and _____ DOLLARS,
in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 15 day of mar, A.D. 1949 at 8 o'clock AM.

real. Herbal tea

Register of Deeds.