

MORTGAGE OF REAL ESTATE

ROBERTS Printing Company, Inc. at Tulsa

THIS INDENTURE Made this 5th day of April in the year A.D. 1929, between George M. Hutchins and Mayme T. Hutchins of Tulsa County, in the State of Oklahoma, of the first part, and G. C. White of Tulsa, Okla. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part first of the first part, in consideration of the sum of one hundred twenty five Dollars (\$125.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part second of the second party his heirs and assigns, the following described Real Estate, situated in the County of Tulsa County, and State of Oklahoma, to-wit:

The southerly seventy five feet (75 ft) of lot four (4) in Block Twenty-four (24) except that part of lot 4 in said block now deeded and recorded to M. J. and J. R. Rankland City of Tulsa (formerly town) according to record of plat thereof DOLLARS

TO HAVE AND TO HOLD The same unto the said part second of the second part 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 George M. Hutchins and Mayme T. Hutchins have this day executed and delivered their certain promissory note in writing to said part second of the second part, described as follows: of which the following is a synopsis: \$175. April 8, 1929.

365 days after date we promised to pay G. C. White one hundred and twenty five dollars, value received, with ten percent interest per annum from maturity until paid

George M. Hutchins
Mayme T. Hutchins

Now, if said part first of the first part shall pay or cause to be paid to said part second of the second part 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 second of the second part shall be entitled to possession of said premises. And the said part first of the first part for said consideration do hereby expressly waive an appraisal 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 first of the first part have hereunto set their hands the day and year first above written.

Witness
Joseph C. Johnston

George M. Hutchins
Mayme T. Hutchins

State of Oklahoma, ss. BEFORE ME a Notary Public
County of Tulsa County
in and for said County and State on this 9th day of April 1929, personally appeared George M. Hutchins
and Mayme T. Hutchins husband and 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.
Witnessing hand and official seal the date above written
My commission expires March 9 1931.

ASSIGNMENT

Know All Men by These Presents:

THAT George M. Hutchins and Mayme T. Hutchins of Tulsa County, in the State of Oklahoma, within named Mortgage in consideration of the sum of one hundred twenty five Dollars (\$125.00) to G. C. White 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 his hand this 9th day of April 1929.

EXECUTED IN PRESENCE OF

State of Oklahoma, ss. This Assignment was filed for record on the 9th day of April A.D. 1929 at 11 o'clock A.M., and duly recorded in Book 11 on page 11 Fee, \$1.00
\$1.00 1929 Register of Deeds,

RECEIPT.

RECEIVED OF G. C. White the within named Mortgagor the sum of one hundred twenty five Dollars (\$125.00) and one hundred twenty five DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 9th day of April A.D. 1929 at 11 o'clock A.M.

Seal

H. G. Walkey

Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

G. C. White