

MORTGAGE OF REAL ESTATE

DORSEY-Printing Company, Dallas, Texas

THIS INDENTURE Made this 26th day of April, A.D. 1929, between J. W. Martin & Mary J. Martin, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Robert Walton of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Two Hundred & 40 Dollars (\$240.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number five, city seven, eighth nine and ten in block number
Four hundred and twenty one in town of Broken Arrow, Okla.
in full of the within mortgage and all interest thereon.

Signed and acknowledged before me this 26th day of April
Robert Walton County Clerk

TO HAVE AND TO HOLD the same unto the said part 2nd 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. W. Martin & Mary J. Martin have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

Broken Arrow, Okla. April 26, 1929
On April 26, 1929, after date without demand and notice of protest, we or either of us as principals promise to pay to the order of Robert Walton, Two Hundred Dollars for value received, and payable and with interest from date at the rate of 10 per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Okla. If the interest be not paid annually it shall accrue as part of the principal and bear the same rate of interest. The makers, parties and endorsers of this promissory note and protest and agree to let the time of payment be extended without our consent from time to time until paid.

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

J. W. Martin
Mary J. Martin

State of Oklahoma,

Tulsa County ss. BEFORE ME F. S. Hurd, Notary Public
in and for said County and State on this 26th day of April, 1929, personally appeared J. W. Martin
and Mary J. Martin 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 Jan. 21, 1931

Chad

F. S. Hurd

ASSIGNMENT

Know All Men by These Presents:

THAT Robert Walton of Tulsa County in the State of Oklahoma, the within named Mortgage in consideration of the sum of 240.00 Dollars to Robert Walton 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 26th day of April, 1929.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss. This Assignment was filed for record on the 28th day of Apr, A.D. 1929 at 9 o'clock A. M. and duly recorded in Book 10 on page 10 Fee, \$1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Robert Walton the within named Mortgagor the sum of 240.00 Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 28th day of Apr, A.D. 1929 at 9 o'clock A. M.

Chad

H. E. Valley

Register of Deeds.