

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 4th day of June, A.D. 1929, between David S. McKinley & M. J. McKinley, his wife of Tulsa County, in the State of Oklahoma, of the first part, and L. H. Bolen of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Six hundred and fifty (\$650.00) Dollars, the receipt of which is hereby acknowledged, do hereby by these presents Grant, Bargain, Sell and Convey unto said parties 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 lot seven in Section eleven, Township 1 North, Range 1 East, Beginning at a point 69.0 feet south of the quarter section corner between sections 11 and 12 in said township, and range, running thence west 56.0 feet to the left bank of the Arkansas River, thence south easterly down said left bank 15.6 feet, thence in a magnetic course north 74 degrees east 444 feet to the section line between sections 11 and 12, thence north along said line 50.6 feet to the place of beginning, containing 1.28 acres more or less.

TO HAVE AND TO HOLD The same unto the said parties 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 David S. McKinley & M. J. McKinley, his wife have this day executed and delivered two certain promissory notes in writing to said parties of the second part, described as follows: Three hundred and fifty (\$350.00) Due March first, 1930 and three (\$300.00) hundred dollars due January 1st, 1931, with interest thereon at the rate of 1% per annum payable annually from date thereof

signed David S. McKinley & M. J. McKinley
Subject to a first mortgage of \$1000 given to the Union Trust Co. dated Sept. 10th, 1925

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part his heirs or assigns, said sum of money in the above described notes 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 parties of the second part shall be entitled to possession of said premises. And the said parties 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.

David S. McKinley
M. J. McKinley

State of Oklahoma,

Tulsa County ss. BEFORE ME Edward E. Bennett, a notary Public in and for said County and State on this 5th day of June, 1929, personally appeared David S. McKinley and M. J. McKinley, 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 April 14th, 1931 Seal Edward E. Bennett

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 5 day of June, A.D. 1929 at 9:40 o'clock A.M.

Seal H. C. Walley Register of Deeds.