

MORTGAGE OF REAL ESTATE

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 30th day of June A.D. 1929, between James B. Porter of Tulsa County, in the State of Oklahoma, of the first part, and A. A. Gillespie of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five hundred Dollars (\$ 500.00) the receipt of which is hereby acknowledged, do sell 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 five (5), Block five (5) Oak Grove Addition to the City of Tulsa, Oklahoma. DOLLARS

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 James B. Porter has this day executed and delivered 2 certain promissory note in writing to said part 2nd of the second part, described as follows:

Note no. one (1) for two hundred fifty (\$250.00) Dollars due in six (6) months bearing interest at 8% from date  
Note no. two (2) for two hundred fifty (\$250.00) Dollars due in twelve (12) months bearing interest at 8% from date

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 has hereunto set his hand the day and year first above written.

State of Oklahoma,

Tulsa County } ss. BEFORE ME Nellie L. Cook a Notary Public in and for said County and State on this 1st day of July 1929 personally appeared James B. Porter and he to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov-11 1929 (Seal) Nellie L. Cook

## ASSIGNMENT

Know All Men by These Presents:

THAT James B. Porter of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Five hundred and no DOLLARS to James B. Porter in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto James B. Porter 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 has hereunto set his hand this 1st day of July 1929

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County } ss. This Assignment was filed for record on the 1st day of July A.D. 1929 at 10 o'clock A.M., and duly recorded in Book 100 on page 100 Fee, \$ 1.00 \$ 1.00 1929 Register of Deeds.

## RECEIPT.

RECEIVED OF James B. Porter the within named Mortgagor the sum of Five hundred and no DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 1st day of July A.D. 1929 at 10 o'clock A.M.

(Seal) H. B. Mackley Register of Deeds.