

MORTGAGE OF REAL ESTATE

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 6th day of July A.D. 1929, between Rachel M. Lloyd and J. P. Lloyd, her husband of Tulsa County, in the State of Oklahoma, of the first part, and George Whittemore of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One and 1/2 Dollars (\$ 1.50) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots four (4) and five (5) in Block twenty-two (22) in Second Burgess' Hill additions to the City of Tulsa, Oklahoma, according to the recorded plat thereof, same being a subdivision of the west half of the northeast quarter of the southeast quarter and the north west quarter of the southeast quarter of the southeast quarter of section thirty-five (35) township twenty (20) range twelve (12) east.

TO HAVE AND TO HOLD The same unto the said party of the second part her 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 Rachel M. Lloyd & J. P. Lloyd ha. 2d this day executed and delivered a certain promissory note in writing to said part 1st of the second part, described as follows:

One certain note of even date herewith for the sum of \$400.00 due and payable on January 1, 1930 with interest thereon at the rate of 8% per annum, after maturity.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part her 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 1st 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, and agree to pay the sum of \$25.00 and 10% per cent of the amount of the note above described as collection and attorney fees to be placed in hands of collector of said mortgage.

IN WITNESS WHEREOF, The said part 1st of the first part ha. whereunto set their hand the day and year first above written.

Rachel M. Lloyd
J. P. Lloyd

State of Oklahoma, } ss. Tulsa County } BEFORE ME Arthur Farmer a Notary Public in and for said County and State on this 6th day of July 1929, personally appeared Rachel M. Lloyd and J. P. Lloyd, her husband, 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.

My commission expires May 29, 1933

(Seal)

Arthur Farmer
Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT George Whittemore of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of One and 1/2 DOLLARS to George Whittemore in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto George Whittemore 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 10th day of July 1929

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss. Tulsa County } This Assignment was filed for record on the 10th day of July A.D. 1929 at 10:30 o'clock A. M. and duly recorded in Book 10 on page 10 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF George Whittemore the within named Mortgagor the sum of One and 1/2 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 10th day of July A.D. 1929 at 10:30 o'clock A. M.

(Seal)

H. C. Walkley
Register of Deeds.