

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this first day of July, A.D. 1929, between S.B. Wright & wife Bertha L. Wright of Tulsa County, in the State of Oklahoma, of the first part, and T.J. McManus of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part one of the first part, in consideration of Five hundred Dollars (\$ 500.00) the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part two of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of the north thirty feet of lot numbered three and that part of lot numbered two (2) described as follows: begin at the northeast corner of lot two thence south with east line of lot two to south line of said lot two thence east with said south line to quarter corner of lot two north with west line of quarter corner of lot two (50) feet thence north parallel with north line of lot two one hundred and one and one tenth (101 1/10) feet thence north parallel with west line of lot two forty feet to north line of lot two thence west with north line of lot two to the place of beginning all in block numbered four (4) in north Tulsa according to the government survey thereof. It is understood that this mortgage shall cover all and any improvements now on said land and any that may be placed thereon during the term of this mortgage.

TO HAVE AND TO HOLD The same unto the said part two 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 first parties have on this day executed and delivered one certain promissory note in writing to said part two of the second part, described as follows:

For a principal sum of five hundred dollars due and payable three years after date with interest thereon at the rate of eight percent per annum from date payable annually and if not paid when due to become part of the principal and bear interest at same rate.

This mortgage is made subject to a prior mortgage for \$17.00 in favor of Mrs. Ellen M. Mann.

Now, if said part one of the first part shall pay or cause to be paid to said part two 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 two of the second part shall be entitled to possession of said premises. And the said part one 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 all laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part one of the first part have hereunto set their hands the day and year first above written.

State of Oklahoma,

Tulsa County, BEFORE ME, Robert E. Lynch, a Notary Public in and for said County and State on this 5th day of August, 1929, personally appeared S.B. Wright and Bertha L. Wright, 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 July 8 1930.

ASSIGNMENT

Know All Men by These Presents:

THAT one of one County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Five hundred and no DOLLARS to one in hand paid; the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto one 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 5 day of Aug 1929.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County, ss. This Assignment was filed for record on the 5 day of Aug, A.D. 1929 at 10¹⁰ o'clock AM, and duly recorded in Book 10 on page 10 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

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

FILED FOR RECORD On the 5 day of Aug, A.D. 1929 at 10¹⁰ o'clock AM.

Register of Deeds.