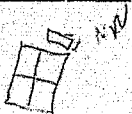


COMPARED

RP



MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Da. Co. Texas

THIS INDENTURE Made this 16th day of January, A.D. 1929, between John Harkness and Mary Harkness, his wife of Tulsa County, in the State of Oklahoma, of the first part, and John W. Chaney of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of three hundred and twenty five Dollars (\$ 225.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The land embraced within the following described boundaries, to-wit: beginning at a point seven hundred and eighty five (785) feet north and two hundred and twenty five (225) feet east of the southeast corner of the northeast quarter (N.W. 1/4) of section 20 (T) Township nineteen (19) North range thirteen (13) East, thence north fifty (50) feet, thence west one hundred and twenty five (125) feet, thence south fifty (50) feet, thence east one hundred and twenty five (125) feet to point of beginning.

TO HAVE AND TO HOLD The same unto the said party 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 John Harkness, Mary Harkness, and Elvira Bell have this day executed and delivered their certain promissory note, in writing to said party of the second part, described as follows:

325.00 Tulsa, Oklahoma, Jan. 16, 1929.
Ninety days after date, I, one or either of us promise to pay to order of John W. Chaney, Three hundred and twenty five and no/100 Dollars, at the office of Magee Magee & Co., in Tulsa, Oklahoma, to bear interest at the rate of 10 per cent per annum from maturity.
Value received, John Harkness, Mary Harkness, Elvira Bell

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 appraisal of said Real Estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and each of the first part hereby agrees that the sum of the amount due on said note at time of any judgment thereon shall be added to the sum of principal and interest due at the time of any judgment thereon.
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

John Harkness
Mary Harkness

State of Oklahoma, } ss.
Tulsa County } BEFORE ME Benjamin C. Canner, a notary Public
in and for said County and State on this 16th day of January, 1929, personally appeared John Harkness
and Mary Harkness, 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 March 29, 1931 Seal Benjamin C. Canner

ASSIGNMENT

Know All Men by These Presents:
THAT John Harkness of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of three hundred and twenty five DOLLARS to John W. Chaney in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto John W. Chaney 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 John Harkness hereunto set his hand this 16th day of January, 1929.

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.
Tulsa County } This Assignment was filed for record on the 16th day of January, A.D. 1929 at 10 o'clock A.M.,
and duly recorded in Book 19 on page 19 Fee, \$ 1.00
\$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF John W. Chaney the within named Mortgagor the sum of three hundred and twenty five DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 18th day of Jan, A.D. 1929 at 9 o'clock A.M.
Seal H.C. Mackley
Register of Deeds.