

COMPARED

MORTGAGE OF REAL ESTATE

DORSEY PRINTING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 26th day of September, A.D. 1928, between L. L. Lewis of Tulsa County, in the State of Oklahoma, of the first part, and Jennie Hickory of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty Five Hundred and fifty 8/100 Dollars (\$2550.00) the receipt of which is hereby acknowledged, do... by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

an undivided one half interest undivided (1/2) in and to Lots numbers one (1) two (2) and three (3) in the north east quarter 8 1/4 of Section number thirty (30) in Township number nineteen (19) north and Range number twelve (12) east containing seventy acres more or less according to the United States Government survey, less that portion contained in the right of way of the railroad TO HAVE AND TO HOLD The same unto the said part 4 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 L. L. Lewis has... this day executed and delivered two certain promissory notes in writing to said part 4 of the second part, described as follows:

one note for \$625 dated September 26 1928 due one year from date with interest on principal from date to the date of eight per cent per annum from date until paid, interest payable annually, each of the above described notes containing stipulation for additional sum of ten per cent if not collected by an attorney by legal proceedings

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to possession of said premises. And the said part 4 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 part 4 of the first part has... hereunto set his hand... the day and year first above written.

L. L. Lewis

State of Oklahoma,
Tulsa County ss.

BEFORE ME Robt E. Lynch a notary Public

in and for said County and State on this 30 day of September 1928, personally appeared L. L. Lewis and... 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 July 2 1930 real

Robt E. Lynch

ASSIGNMENT

Know All Men by These Presents:

THAT Jennie Hickory of Tulsa Oklahoma Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of One Dollar and other valuable consideration DOLLARS to me in hand paid, the receipt whereof is hereby acknowledged, do... hereby Sell, Assign, Transfer, Set Over and Convey unto Ethel Davis and John F. Hayden and 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 her hand this 19th day of January 1929

EXECUTED IN PRESENCE OF

Paul C. Meyer

Witness to be
Thomas Hickory
classmate work

Jennie Hickory
mark

State of Oklahoma,

Tulsa County ss.

On this the 19th day of January 1929 personally appeared Jennie Hickory of Tulsa County, in the State of Oklahoma, the within named Mortgagee, who acknowledged to me that she executed the foregoing assignment of mortgage, who acknowledged to me that she executed said assignment as her free and voluntary act and deed and for the uses and purposes therein set forth.

my commission expires Dec 7-1930 Paul C. Meyer 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 21 day of Jan A.D. 1929 at 4 o'clock P.M.

Paul C. Meyer Register of Deeds

Former filing stamp
Filed for record in Tulsa County, at Tulsa, Oklahoma, on September 26, 1928, at 4:00 p.m., and is duly recorded in record 34

To be returned to owner from this will