

To

This Indenture, Made this 15th day of September, A. D. 1928, betweenof George Merrell Tulsa County, in the State of Oklahoma, of the first part, andof William T. Lusk Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Thirty five Dollars (\$35.00) Dollars, the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 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 that part of lot number seven (7) in Block twenty-four (24), lying north of the N. Y. and T. Right of way in the City of Tulsa, Oklahoma according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 George Merrell has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows:

One promissory note of even date for \$35.00 to run for ninety days at 5% from date.

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

George Merrell
Elmer Merrell

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Anna H. Vann a Notary Public in and for said County and State on this 15 day of September, 1928, personally appeared

George Merrell and Myra Merrell 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 Jan 21, 1929

Anna H. Vann

This instrument was filed for Record on the 15 day of Sep, A. D. 1928, at 4:20 o'clock P. M., and duly recorded the 19 day of 19

By (Seal) Deputy.

H. C. Waddy Register of Deeds.