

To

This Indenture, Made this 18<sup>th</sup> day of December A. D. 1925, between

James W. Elliott and Daisy A. Elliott husband & wife  
of Tulsa County, in the State of Oklahoma, of the first part, and

J. D. Evans  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

One hundred & fifty Dollars, the receipt of which is hereby acknowledged,  
do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots five (5) and four (4) in Block five (5) Oakdale Suburb of  
Tulsa, Tulsa County Okla

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 James W. Elliott  
and Daisy A. Elliott husband & wife have this day executed and delivered their certain  
promissory note in writing to said parties of the second part, described as follows:

Dated Dec 18<sup>th</sup> 1925 - at Tulsa Okla - due June 15<sup>th</sup> 1929  
face \$150.00, after due payable at First National Bank,  
Tulsa Okla. This mortgage is for actual money loaned first parties  
by second parties

For value received, I acknowledge satisfaction and payment in full of the  
within mortgage, and same is hereby released.

Signed and acknowledged before me

J. D. Evans  
Jan 5 - 1926  
H. C. Warkley  
Register of Deeds

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the 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.

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

James W. Elliott  
Daisy A. Elliott

STATE OF OKLAHOMA, }  
Tulsa COUNTY, } ss.

Before me, the undersigned & notary Public  
in and for said County and State on this 18<sup>th</sup> day of December 1925, personally appeared

James W. Elliott and Daisy A. Elliott 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. Witness my hand and official seal the day and year  
above written

My Commission expires April 4<sup>th</sup> 1927

Edward C. Barrett  
Notary Public

This instrument was filed for Record on the 19 day of Dec A. D. 1925, at 11:00 o'clock AM,  
and duly recorded the 19 day of Dec 1925

By J. D. Evans Deputy, H. C. Warkley Register of Deeds.