

THIS INDENTURE Made this 28th day of December, A.D. 1928, between C. H. Chance, surnamed of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Guillaume D. Pierce of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three hundred (\$300.00) Dollars (\$) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 4th 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 lot four (4) in Block two (2) in Larus Addition to the City of Tulsa in said County and State according to the recorded Plat thereof DOLLARS

TO HAVE AND TO HOLD The same unto the said part 4th 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 part 4th of the second part has this day executed and delivered his certain promissory note in writing to said part 4th of the second part, described as follows: copy of said note, attached

Tulsa, Oklahoma December 25th 1928
March 1st 1929, after date, I, C. H. Chance, to pay to the order of Guillaume D. Pierce, the sum of Three hundred and no/100 dollars, and further promise to pay ten dollars monthly therefor, until the full amount of the said three hundred and no/100 dollars is paid, all payments to be made on the 1st day of each month, for value received, payable at the Farmers National Bank of Tulsa, Oklahoma, interest from date, for each day at an annual rate of ten per cent, with all cost of collection, including ten per cent attorneys fees in the event of suit. This note is given as evidence of deferred payments under contract of sale for lot 4 in block two (2) of Larus Addition, Tulsa, Oklahoma, for the terms of a certain contract of sale of even date herewith, entered into by and between the undersigned and the said Guillaume D. Pierce of Tulsa, Oklahoma. C. H. Chance (s) and

Now, if said part 4th of the first part shall pay or cause to be paid to said part 4th 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 4th of the second part shall be entitled to possession of said premises. And the said part 1st 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.

C. H. Chance

State of Oklahoma,

Tulsa County ss.

BEFORE ME Frank M. Pugh, a Notary Public,

in and for said County and State on this 28th day of December, 1928, personally appeared C. H. Chance 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 4-11-1929 1929

ASSIGNMENT

Know All Men by These Presents:

THAT part 4th of the first part of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Three hundred and no/100 DOLLARS to part 4th in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto his 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 hand this 28th day of December, 1928.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.

This Assignment was filed for record on the 28th day of December, A.D. 1928 at 9 o'clock A.M.,

and duly recorded in Book 19 on page 19 Fee, \$ 1.00

\$ 1.00 1928 Register of Deeds.

RECEIPT.

RECEIVED OF part 4th the within named Mortgagor his the sum of Three hundred and no/100 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 1st day of Feb. A.D. 1929 at 9 35 o'clock A.M.

Frank M. Pugh

A. H. Wackley

Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of this

within mortgage, and I acknowledge the same as a full and complete satisfaction of the same.

C. H. Chance

Tulsa, Oklahoma

December 28th 1928

Register of Deeds