

THIS INDENTURE Made this 5th day of February A.D. 1927, between J. J. Harbour & J. J. Harbour, his wife of Tulsa County, in the State of Oklahoma, of the first part, and James Lorton of Franklin County, in the State of Kansas Oklahoma, of the second part:

WITNESSETH, That said part one of the first part, in consideration of Eight Hundred Dollars (\$ 800.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Following described Real Estate, situated in Franklin County, and State of Oklahoma, to-wit:

Lot Eight (8) in Block two (2) Harbour's Addition to the City of Tulsa, Oklahoma.

DOLLARS

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 J J Harbours and J J Harbours have this day executed and delivered me certain promissory note in writing to said part of the second part, described as follows:

Winfield, Kansas, July 5, 1909. Five years after date, we, or either one, as firm as joint, jointly and severally, promise to pay to the order of James Lorton at the Winfield National Bank, Winfield, Kansas eight hundred dollars. For value received, with interest from July 15th at the rate of two per cent per annum, until paid. The makers and endorsers of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and consent that time of payment may be extended without notice thereof. Interest payable semi-annually.

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 possession of said premises. And the said ~~part~~ 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 parties of the first part have hereunto set their hand the day and year first above written.

J. J. Harbour.
 G. J. Harbour.

State of Oklahoma, }
Tulsa County } ss.

BEFORE ME

John D. Waskely, a Notary Public

in and for said County and State on this 8th day of February, 1909, personally appeared J. J. Harbour
and F. J. Harbour, his wife to me known to be the identical person 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 Nov. 29 1941

Seal

John O. Mahaffey
Cincinnati, Ohio

ASSIGNMENT

Know All Men by These Presents:

THAT _____ of _____ County, in the State of Oklahoma, the within named Mortgage _____ in consideration of the sum of _____ and _____ DOLLARS to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto _____ 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 ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.
County }

This Assignment was filed for record on the _____ day of _____ A.D. 19____ at _____ o'clock M.,

and duly recorded in Book _____ on page _____ Fee, \$ _____

\$ _____

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 9 day of Feb A.D. 1909 at 10²⁰ o'clock a.M.

Seal.

H. G. Wadley

Register of Deeds.