

[illegible]

**DORSEY Printing Company, DALLAS, TEXAS**

THIS INDENTURE Made this 9th day of February, A.D. 1927, between Mary E. Lear husband John W. Lear,  
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Louise Berry,  
of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party... of the first part, in consideration of one hundred eighty seven and 50/100 Dollars (\$ 187.50.) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party... of the second part his heirs and assigns, the following described Real Estate, situated in Cherokee County, and State of Oklahoma, to-wit:

Assigns, the following described Real Estate, situated in \_\_\_\_\_ County, and State of Oklahoma, to-wit:

*Lots one two three four five six seven eight and nine in Block twenty  
Barry Addition to the City of Tulsa, according to the recorded plat  
thereof*

\_\_\_\_\_ DOLLARS

TO HAVE AND TO HOLD The same unto the said party of the second part heir 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 Mary E. Lear  
has at this day executed and delivered her certain promissory notes in writing to said party of the second part, described as follows:

On this day executed and delivered ~~her~~ certain promissory notes in writing to said party of the second part, described as follows:

One note dated Tulsa Okla. Feb. 9, 1909, payable Feb. 1, 1910 amount \$120.00, bearing 8 per cent interest per annum from date till paid.

One note for \$67.50 dated Tulsa Okla. Feb. 9, 1909, payable Aug. 1, 1910, bearing interest at 8 per cent per annum from date till paid.

Now, if said party 4 of the first part shall pay or cause to be paid to said party 4 of the second part, her heirs or assigns, said sum of money in the above described notes 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 party 4 of the second part shall be entitled to possession of said premises. And the said party 4 of the first part for said consideration ~~does~~ 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 party of the first part has hereunto set her hand the day and year first above written.

Mary E Lear  
John W Lear.

State of Oklahoma,

This is a County ss. BEFORE ME C. D. Coggeshall, a Notary Public  
 in and for said County and State on this 10<sup>th</sup> day of February 1911, personally appeared Mary E. Gear  
 and husband John W. Gear 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 April 14<sup>th</sup> 1911. C. D. Coggeshall Notary Public

## 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,

County } ss. 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, \$ \_\_\_\_\_  
\$ \_\_\_\_\_ 19 \_\_\_\_\_ 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 10 day of Feb. A.D. 1909 at 10 o'clock A.M.

real Northackey Register of Deeds.