

MORTGAGE OF REAL ESTATE

~~DORSEY Printing Company, Dallas, Texas~~

THIS INDENTURE Made this 7th day of April A.D. 1909, between J. B. Lancaster of the County of Lancaster, State of Pa.
of Tulsa County, in the State of Oklahoma, of the first part, and J. B. Powell
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party ^{and} of the first part, in consideration of ~~the sum of three hundred~~ ^{the sum of three hundred and} \$400.00 Dollars ^{the} receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party ^{of} of the second part ^{his} heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots 21-22-23-24 in Block 74 23 in Broken Arrow Okla.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part 4 of the second part has 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 A. M. Lancaster & J. J. Lancaster
have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Broken Arrow, Okla. April 7, 1909. One Year after date, without demand
notice or protest, we or either of us as principals, promise to pay to the order
of J. B. Provell, Three hundred dollars for value received (negotiable
and payable, and with interest from date at the rate of 10% per
annum until paid, payable at The First National Bank of Broken Arrow,
Oklahoma.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part True 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 2nd 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 hand.....the day and year first above written.

A. M. Lancaster
Jesse Lancaster

State of Oklahoma, }
Tulsa County } ss.

BEFORE ME

F. S. Murd, a notary public

in and for said County and State on this 7th day of April 1929, personally appeared G. A. M. Lancaster
and Jane Lancaster 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... February 2 1911

Seal.

F. A. Kuryl
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, } 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, \$ _____

\$ 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 8 day of April A.D. 1909 at 8 o'clock a M.

H. G. Wakley

Register of Deeds.