

THIS INDENTURE Made this 7th day of May, A.D. 1909, between Samuel M. Davis & Daisy Davis his wife of Broken Arrow County, in the State of Oklahoma, of the first part, and J. M. Thomson of Broken Arrow County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three hundred and fifty 350 Dollars (\$.....) the receipt of which is hereby acknowledged, do.....by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number two (2) in Block number fifty six (56) in the town of Broken Arrow. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 4 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 first parties have this day executed and delivered a certain promissory note in writing to said part 4 of the second part, described as follows:

One note for Three hundred and fifty dollars (\$350.00) dated May the 7th 1909, for two years, due May the 7th 1911 with interest at the rate of 8 per cent per annum from date and payable at Broken Arrow Oklahoma

Now, if said parties of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to possession of said premises. And the said part 1 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 and the day and year first above written.

Samuel M. Davis
Daisy Davis

State of Oklahoma, Tulsa County } ss. BEFORE ME W. T. Brumbaugh a notary public in and for said County and State on this 7th day of May, 1909, personally appeared Samuel M. Davis and Daisy Davis his wife 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 March 27 1913 see W. T. Brumbaugh 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, Tulsa 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 8 day of May, A.D. 1909 at 9:30 o'clock a M.

see W. T. Brumbaugh Register of Deeds.