

THIS INDENTURE Made this 15th day of May A.D. 1929, between J. B. Mitchell & Annie M. Mitchell
of Tulsa County, in the State of Oklahoma, of the first part, and J. B. Howell
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Seven Hundred and 00/100 Dollars (\$ 700.00) 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, situate in Tulsa County, and State of Oklahoma, to-wit:

assigns, the following described Real Estate, situated in Lincoln County, and State of Oklahoma, to-wit:

Lot number three in block number fifty nine in the original town of
Broken Arrow Okla also lots number five and six in block number
five in Tears' addition to the town of Broken Arrow Oklahoma DOLLARS

TO HAVE AND TO HOLD The same unto the said party...of the second part. And...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 Prm Mitchell my name is mitchell
 has on this day executed and delivered and certain promissory note.....in writing to said party 4 of the second part, described as follows:

Broken Arrow Okla May 15 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. Crowley seven hundred \$ for value received, negotiable and payable, and with interest from date at the rate of 12 per cent per annum simple paid Payable at the First National Bank of Broken Arrow, Okla. If the interest be not paid annually it shall become a part of the principal and bear the same rate of interest.

Now, if said part ~~and~~ of the first part shall pay or cause to be paid to said part ~~and~~ of the second part five 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 ~~and~~ of the second part shall be entitled to possession of said premises. And the said part ~~and~~ 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 part ^{and} of the first part have hereunto set their hands the day and year first above written.

J W Mitchell
Annie M Mitchell

State of Oklahoma.

State of Oklahoma, } ss. Tulsa County }
BEFORE ME, F. H. Hurd, a Notary Public,
in and for said County and State on this 15th day of May, 1909, personally appeared Geo. Mitchell
and Annie May Mitchell, 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... July 21 19 11

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.

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 18 day of May A.D. 1929 at 8 o'clock P.M.

Seal.

A. C. Walker

Register of Deeds.