

WITNESSETH, That said party of the first part, in consideration of the sum of two hundred and fifty Dollars (\$250.00) the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part and his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

TO HAVE AND TO HOLD The same unto the said part of the second part Luc 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 Thige Medlock  
has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

\$250.00  
 Slip under the after date Two hundred and fifty and no/100 dollars  
 with 10% interest from now 2-5-1909 etc.  
 signed by Hoge Mallock

Now, if said part 1 of the first part shall pay or cause to be paid to said part 4 of the second part the 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, and 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 not hereby expressly waive an appraisal of said real Estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Notarially acknowledged before me, the undersigned, a Notary Public in and for said County and State on this 25<sup>th</sup> day of May, 1929, personally appeared Walter Madlock as a single person to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 17, 1931.

B. F. Pattus 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 26 day of May A.D. 1909 at 4<sup>00</sup> o'clock P. M.

*Seal* *N. G. Webley* Register of Deeds.