

THIS INDENTURE Made this 8<sup>th</sup> day of June A.D. 1909, between Frank A. Haver a single man, John A. Haver and Anna E. Haver his wife, of the first part, and William C. Van Arsdale and Lella Parr of the second part:

WITNESSETH, That said part of the first part, in consideration of Six Thousand (\$6000.00) Dollars (\$.....) the receipt of which is hereby acknowledged, do.....by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Six (6) in Block one hundred forty eight (148) and part of Lot five in Block one hundred forty eight, described as all that part of Lot five which adjoins Lot Six and has a frontage of twenty five feet on Main Street and a depth of One Hundred forty feet to an alley and a uniform width of twenty five feet in the city of Tulsa, Oklahoma according to the Government plat and survey.

TO HAVE AND TO HOLD The same unto the said parties of the second part their 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 Frank A. Haver and John A. Haver have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

1 note dated June 8<sup>th</sup> 1909 to William C. Van Arsdale for \$1500.00 due on or before 1 year after date at the rate of 7 percent per annum, 1 note dated June 8<sup>th</sup> 1909 to Lella Parr for \$1500.00 due on or before one year after date at the rate of 7 percent per annum, 1 note dated June 8<sup>th</sup> 1909 to William C. Van Arsdale for \$1500.00 due on or before 2 years after date at the rate of 7 percent per annum, and 1 note dated June 8<sup>th</sup> 1909 to Lella Parr for \$1500.00 due on or before 2 years after date at the rate of 7 percent per annum.

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

John A. Haver  
Anna E. Haver  
Frank A. Haver

State of Oklahoma, ss. Tulsa County, BEFORE ME H.W. Randolph a notary public in and for said County and State on this 8<sup>th</sup> day of June 1909 personally appeared Frank A. Haver a single man and John A. Haver and Anna E. Haver his wife, and 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 Aug 3 1912 - seal H.W. Randolph

#### 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. Tulsa 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 23 day of June A.D. 1909 8 o'clock AM

seal H.B. Wilkey  
Register of Deeds.