

THIS INDENTURE Made this 29th day of July A.D. 1909, between Mary E. Haugh & J. W. Hollaway of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Hollaway of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of Six Thousand Dollars (\$ 6,000.00.) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Cell of the easterly, sixty five feet of lot One  
and the Easterly, sixty five feet of the northerly  
forty feet of lot two, but Block below, in the City of  
Indra according to the Government survey. More  
particularly described as follows: Begin at the northeast  
corner of said lot one, thence with westerly line of Denver

TO HAVE AND TO HOLD The same unto the said part 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 Mary E. Haugh & J. J. Haugh ha<sup>ve</sup> 5 this day executed and delivered to the certain promissory note in writing to said part<sup>y</sup> of the second part, described as follows:

One installment note for a principal sum of six hundred dollars, with interest thereon at the rate of eight per cent per annum from date, payable pro rata, with each payment, payable as follows, fifty dollars or more on the first day of September, 1909, and fifty dollars on the first day of each month thereafter until

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 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 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 ha.S...hereunto set Their hand & the day and year first above written.

Mary E. Haigh.  
J. J. Haigh.

State of Oklahoma,

Tulsa County } SS.

BEFORE ME

7. 12. Exam

*a Notary Public*

in and for said County and State on this 29<sup>th</sup> day of July 1909, personally appeared Mary E. Haugh  
and J. J. Haugh to me known to be the identical person(s) 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 Feb 12 19 11

(Seal)

W. D. Evans  
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 4 day of Aug A.D. 1989 at 2 o'clock 8 M

(Seal)

H. C. Walkley  
Register of Deeds.