

THIS INDENTURE Made this 28th day of April A.D. 1909, between Lewis Cline of Ellispool Tulsa County, in the State of Oklahoma, of the first part, and Lewis Cline of Ellispool Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Fifty Dollars (\$ 50.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part her 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 seven (7) in the townsite of Ellispool Tulsa County Okla

DOLLARS

TO HAVE AND TO HOLD The same unto the said part y of the second part her 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 Lewis Cline has 2 this day executed and delivered his certain promissory note in writing to said part y of the second part, described as follows:

Ellispool Apr. 28, 1909 Ninety days after date for value received I promise to pay to the order of Minnie P. Stewart fifty dollars at Ellispool with interest at the rate of eight per cent per annum payable annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest.

Lewis Cline

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part her 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 y of the second part shall be entitled to possession of said premises. And the said part y 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 y of the first part has hereunto set his hand the day and year first above written.

Lewis Cline

State of Oklahoma,
Tulsa County } ss.

BEFORE ME Jas Boling a Justice of the Peace in and for said County and State on this 28th day of April 1909 personally appeared Lewis Cline

and he 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 1 1910

Jas Boling
Justice of the Peace

ASSIGNMENT

Know All Men by These Presents:

THAT Lewis Cline of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of 50.00 Dollars and 50.00 in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto her 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 has hereunto set his hand this 28th day of April 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,
Tulsa County } ss.

This Assignment was filed for record on the 28th day of April A.D. 1909 at 5 o'clock P. M., and duly recorded in Book 19 on page 19 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Lewis Cline the within named Mortgagor the sum of 50.00 and 50.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 28th day of Sept A.D. 1909 at 5 o'clock P. M.

(Seal)

H. B. Walker

Register of Deeds.