

THIS INDENTURE Made this 31st day of August A.D. 1909, between Nellie M. Crary and P. M. Crary of Tulsa County, in the State of Oklahoma, of the first part, and Clara Elmore of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Two Hundred fifty Dollars (\$ 250) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots Nos. nine (9) ten (10) eleven (11) and twelve (12) in Block number twenty-one (21) in the town of Broken Arrow Okla.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part 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 Nellie M. Crary and P. M. Crary have this day executed and delivered me certain promissory note in writing to said part of the second part, described as follows:

Broken Arrow Okla Aug 31st, 1909.
On one year after date, without demand, notice or protest, me or either of us as principal promise to pay to the order of me Two hundred fifty dollars, for value received, negotiable and payable and with interest from date at the rate of 10 percent per annum payable semi-annually until 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. The maker hereby waives demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid.

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

Nellie M. Crary
P. M. Crary

State of Oklahoma,

ss.

County

BEFORE ME

in and for said County and State on this _____ day of _____ 19____, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____ 19____.

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 2 day of Sep A.D. 1909 at _____ o'clock _____ M.

(Seal)

H. C. Mackley

Register of Deeds.