

THIS INDENTURE Made this 8th day of September A.D. 1909, between Martha Wiley and P.S. Wiley her husband of Tulsa County, in the State of Oklahoma, of the first part, and American Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three hundred twenty nine and 2/100 Dollars (\$329.20) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lot (6) six in block (3) three in the corner addition to the City of Tulsa Tulsa Okla, according to the amended plat thereof recorded with the register of Deeds. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2nd of the second part 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 Martha Wiley and P.S. Wiley her husband have this day executed and delivered a certain promissory note in writing to said part 1st of the second part, described as follows:

Note for \$329.20 signed Martha & P.S. Wiley dated Sept 8th 1909 and due 90 days from date, with interest at 10% from maturity and a 10% attorney fee if collected by legal proceedings.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part 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 2nd of the second part shall be entitled to possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hand the day and year first above written.

Martha Wiley
P.S. Wiley

State of Oklahoma,

Tulsa County ss. BEFORE ME C. W. Gillette a Notary Public in and for said County and State on this 8th day of September 1909, personally appeared Martha Wiley and P.S. Wiley 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 April 22, 1912. (Seal) C. W. Gillette Notary Public.

ASSIGNMENT

Know All Men by These Presents:

THAT Martha Wiley and P.S. Wiley of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Three hundred twenty nine and 2/100 Dollars to the American Bank in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto the American Bank 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 their hand this 8th day of September 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss. This Assignment was filed for record on the 8th day of September A.D. 1909 at 11 o'clock A.M. and duly recorded in Book 10 on page 10 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Martha Wiley and P.S. Wiley the within named Mortgagor the sum of Three hundred twenty nine and 2/100 Dollars and the American Bank in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 8th day of Sept A.D. 1909 at 11 o'clock A.M.

(Seal)

A. B. Walkley

Register of Deeds.