

THIS INDENTURE Made this 15th day of September A.D. 1926, between George Merrell of Tulsa County, in the State of Oklahoma, of the first part, and William Fichman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Thirty-five Dollars (\$ 35.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

all of that part of lot number seven (7) in block twenty-four (24) lying north of the 24th and 7th Right of way in the City of Tulsa, Oklahoma according to the official plat thereof

TO HAVE AND TO HOLD The same unto the said party 2nd 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 George Merrell has this day executed and delivered his certain promissory note in writing to said party 1st of the second part, described as follows:

One promissory note of even date for \$50.00 to run for ninety days at 5% per annum

For value received, I hereby certify that the above described Real Estate is not subject to any other lien or claim.

Signed and sealed in presence of C. Dearman 3/8/1926 County Clerk

George Merrell Chas. Merrell Deputy

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 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 does 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 party 1st of the first part has hereunto set his hand the day and year first above written.

George Merrell  
Chas. Merrell

State of Oklahoma, Tulsa County ss. BEFORE ME Anna H. Tamm, a notary Public in and for said County and State on this 15 day of September 1926, personally appeared George Merrell and Migra Merrell 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 Jan 21 1931

Anna H. Tamm

ASSIGNMENT

Know All Men by These Presents:

THAT William Fichman of the City of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Thirty-five and 25/100 DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto C. Dearman his 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 16th day of December 1926

William Fichman mark

EXECUTED IN PRESENCE OF P. O. Elliott P. H. Ramsey

State of Oklahoma, Tulsa County ss. I hereby certify that this instrument was filed for record on the 15 day of Sept 1926 at 4:20 o'clock P. M. and duly recorded in Book 34 on page 431 Fee, \$ 0.25

W. H. Waddy Register of Deeds.

RECEIPT.

RECEIVED OF W. H. Waddy the within named Mortgagor the sum of 35.25 and 25/100 DOLLARS in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 19 day of Dec 1926 at 10:45 o'clock A. M.

W. H. Waddy Register of Deeds.