

BACK PRINTING CO. - TULSA

FROM COMPARED _____ TO _____	STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the <u>11</u> day of <u>Dec.</u> , 192 <u>2</u> , at <u>10:05</u> o'clock <u>A.</u> M., and duly recorded in Book <u>408</u> on page <u>102</u> Fees \$ _____ <u>O. D. Lawson,</u> (Seal) _____ County Clerk. By <u>F. Delman,</u> Deputy.
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THIS INDENTURE, Made this 1st day of December, A. D. 1922, between
William H. Graves and Ida M. Graves, his wife,
 of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
W. H. Rogers
 of Tulsa County, part 7 of the second part:
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of _____ Dollars,
Twelve Hundred Forty
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma, to-wit:

Lots Three & Four, in Block Fifteen, in Park Hill Addition to the
 City of Tulsa, according to the recorded plat thereof.

Subject to a first mortgage of \$3500.00 to Gum Brothers Company.
 TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 96 and issued
 Receipt No. 4654 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

V. E.
 Deputy

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-
 taining forever.

This conveyance is intended as a mortgage to secure the payment of 41 notes of even date here-
 with, One for \$ dated March 24th, 1920, being 40 notes for \$30.00 each and one note for \$40.00, one due Dec. 24th, 1922, and one due on the 24th of each month thereafter till
all of said notes are paid.
 made to _____

E. M. White and Maude E. White
 or order, payable at Union Nat'l Bank
 with eight per cent interest per annum, payable semi-annually and signed by
Harry Graves and Ida M. Graves

Said first part ies hereby covenant that they are the _____ owner(s) in fee simple
 of said premises and that they are free and clear of all incumbrances except as stated above.

That they have good right and authority to convey and encumber the same, and
the will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said
 premises in the sum of \$ _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose
 same as herein provided, the mortgagor will pay to the said mortgagee One hundred twenty four Dollars
 as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the
 same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included
 in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part ies shall pay or cause to be paid to said second party 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 said note, and
 shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full
 force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against
 said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall
 be allowed interest thereon at the rate of 10 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if
 said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before
 delinquent, the holder of said note, and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to
 collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part ies waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.
 IN WITNESS WHEREOF, said part ies of the first part ha. Y. E. hereto set their hands the day and year first above written.

William H. Graves
Ida M. Graves

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That _____ of _____ County, Oklahoma, the within
 named mortgagee in consideration of the sum of _____ DOLLARS.
 to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
 _____ heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured; and the
 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
 _____, 1922.

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, the undersigned, a Notary Public in and for said County and State
 on this 7th day of December, 1922, personally appeared William H. Graves and Ida M. Graves, his wife
 to me known to be the identical person, who executed the above
 instrument and acknowledged to me that they executed the same as th air free and voluntary act and deed for the uses and purposes therein set
 forth.

WITNESS my official hand and seal the day and year above set forth.
 My commission expires Jan. 12, 1926. (Seal)

C. C. McGilvray,

Notary Public.