

BLACK PRINTING CO. TULSA

FROM **COMPARED** STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 11th day of  
Dec., 1922, at 3:05 o'clock P.M.,  
and duly recorded in Book 408 on page 103.  
Fees \$.....  
By O. D. Lawson, County Clerk.  
(Seal) F. Delman, Deputy.

THIS INDENTURE, Made this 25th day of August, A. D. 1922, between  
Lewis B. Wood Realty Company  
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
Fred D. Misener  
of Tulsa, Oklahoma part 2d of the second part:  
WITNESSETH, That said part 2d of the first part, in consideration of the sum of  
TWENTY FIVE HUNDRED & NO/100 Dollars,  
the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part 2d of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

All of Block Six (6) in Cherokee Heights Addition to the  
City of Tulsa, Oklahoma.

This mortgage given to secure party of the second part  
against loss occasion by his endorsement of paper of party  
of the first part.

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 one promissory note of even date here-  
with. One for \$ 2500.00 due November 25, 1921  
made to Fred D. Misener

or order, payable at Tulsa, Okla.  
with 8 per cent interest per annum, payable semi-annually and signed by  
Lewis B. Wood Realty Company

Said first part 1st hereby covenant that they are owner S in fee simple  
of said premises and that they are free and clear of all incumbrances except 1st mortgage in sum of \$1750.00

That they have good right and authority to convey and encumber the same, and  
that he y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree S to insure the buildings on said  
premises in the sum of \$ 7500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st  
agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree S 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 Ten Dollars & Ten Per Cent 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 1st shall pay or cause to be paid to said second part y his heirs or assigns said  
sum of \$ 2500.00 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 8 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 1st 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 1st of the first part hereunto set their hand S the day and year first above written.

Geo. O. Hollow, (Cor. Seal)  
Secy.

Lewis B. Wood Realty Co.  
W. N. Sill, Pres.

KNOW ALL MEN BY THESE PRESENTS;

That the y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree S to insure the buildings on said  
premises in the sum of \$ 7500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st  
agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.  
Said first part 1st further expressly agree S 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 Ten Dollars & Ten Per Cent 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  
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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 8 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.

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 S the day of  
1922

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, E. Hunter Stagg, a Notary Public in and for said County and State  
on this 25 day of Aug, 1922, personally appeared W. N. Sill to me known to be the identical  
person who signed the name of the maker thereof to the within and foregoing instrument  
as its President and acknowledged to me that he executed the same as his free and volun-  
tary act and deed and as the free and voluntary act and deed of said corporation,  
for the uses and purposes therein set forth.  
WITNESS my official hand and seal the day and year above set forth.  
My commission expires May 13-1923 1922 (Seal) E. Hunter Stagg,  
Notary Public.