

BLACK PRINTING CO., TULSA

FROM	COMPARED	STATE OF OKLAHOMA, Tulsa County, ss.
		This instrument was filed for record on the 12 day of Dec. 1922, at 11:35 o'clock A. M., and duly recorded in Book 408 on page 107.
TO		Fees \$
		O. D. LAWSON, (Seal) County Clerk. By, F. Delman, Deputy.

THIS INDENTURE, Made this 7th day of Dec. A. D. 1922, between  
C. B. Miller and Lula B. Miller  
of the city of Tulsa, in Tulsa County, in the State of Oklahoma, the part 1st of the first part, and  
Maudie E. Adamson,  
of the city of Tulsa, Okla. part V of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Three Thousand Seven Hundred Ninty and No/100 Dollars,  
the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part, her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

All of Lots 42, 43 and 44, in Block 3, Rosemont Heights Addition to the City of Tulsa, Okla. Also, One acre of ground described by metes and bounds as follows, to-wit: Commencing 44 rods south of the north east corner of the SE 1/4 of the SE 1/4 of Sec. Five (5) Twp. 19 N. and Range 12 E. Thence running south 4 rods; thence West 40 rods; thence north 4 rods; thence East 40 rods to the place of beginning, containing One of ground except a strip 30 feet wide extending along the East end of said tract. (Said first parties agree to pay \$200.00 on said note every interest paying date.)

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

This conveyance is intended as a mortgage to secure the payment of One certain promissory note of even date herewith. One for \$ 2790.00 due June 7th, 1925 192

made to Maudie E. Adamson,

or order, payable at Tulsa, Okla.

with ten per cent interest per annum, payable semi-annually and signed by the said C. B. Miller and Lula B. Miller

Said first part 1st hereby covenant that they are the owner. In fee simple of said premises and that they are free and clear of all incumbrances.

That they have

the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$ 2300.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agreed 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 the sums specified in said note 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 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 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 ten 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 agree to declare the whole debt due as above and give the benefit to stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said part 1st of the first part has hereunto set the hand the day and year first above written.

C. B. Miller  
Lula B. Miller

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of TREASURER'S ENDORSEMENT of Oklahoma, the within named mortgagee in consideration of the sum of I hereby certify that I received \$ 412 and issued Receipt No. 4677 in full payment of mortgage tax on the within mortgage. in hand paid, the receipt whereof is hereby acknowledged, do hereby assign, transfer, set out and convey unto Wayne L. Dickey, County Treasurer heirs and assigns, the within mortgage deed, the real estate conveyed and the proceeds thereof, and the 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 has hereunto set the hand the day of Dec 1922.

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Lee O. Plennmons, a Notary Public in and for said County and State on this 7th day of Dec, 1922, personally appeared C. B. Miller and Lula B. Miller, to me known to be the identical person(s) who executed the above instrument and acknowledged to me that the executed the same as their 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 Oct. 16, 1925. (Seal) Lee O. Plennmons,  
Notary Public.