

BLACK PRINTING CO., TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the 24th day of _____

Oct. 1922 at 11:15 o'clock A.M.

and duly recorded in Book 408 on page 12.

Fees \$ _____

O. D. Lawson, _____

(Seal) F. Delman, _____ County Clerk.

By _____ Deputy.

THIS INDENTURE, Made this 15th day of June A.D. 1922, between _____

O. C. Evans and Mary Jewell Evans his wife _____

of Tulsa County, in the State of Oklahoma, part 108 of the first part, and

L. H. Agard _____

of Tulsa Co. Okla. _____ part 7 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of _____

Eleven Hundred Fifty & No/100 _____ Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

The South Fourty Five feet (S.45 feet) of the North One Hundred feet (N.100 feet) of Lots One and Two (1 & 2) in Block 13 Irving Place Addition to the city of Tulsa Oklahoma according to the recorded plat thereof:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 72 and issued Receipt No. 263 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

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 \$5 promissory note of even date herewith. One for \$10.00 each and 20 for \$45.00 each and the last note for \$15.00 the 1922 first note due and payable on the 15th day of July 1922 and one note due and payable on the 15th day of each and every month thereafter until all have been paid in full.

made to L. H. Agard _____

or order, payable at Tulsa _____

with 8 per cent interest per annum, payable semi-annually and signed by _____

O. C. Evans and Mary Jewell Evans his wife _____

Said first part 108 hereby covenant that they owner in fee simple of said premises and that they are free and clear of all incumbrances except first loan for \$2000.00 and a certain second mortgage for \$845.00 given to Ida B. Lewkowitz _____

they have _____

That _____ good right and authority to convey and encumber the same, and _____ they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 10% and Ten 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 108 shall pay or cause to be paid to said second part 7 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 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 108 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 108 of the first part have hereunto set their hand the day and year first above written.

O. C. Evans _____

Mary Jewell Evans _____

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

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 their hand this _____ day of _____, 1922.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Lewis G. Melone _____ a Notary Public in and for said County and State on this 15th day of June, 1922, personally appeared O. C. Evans and Mary Jewell Evans 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 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 Feb. 4th, 1925. (Seal) Lewis G. Melone, _____ Notary Public.