

I hereby certify that I received \$ 3,881.00 and issued
Receipt No. 6872 therefor in payment of mortgage
tax on the within mortgage.
Dated this 21 day of Dec 192 2
WAYNE L. DICKEY, County Treasurer
R.W.
Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 21 day of
Dec 192 2, at 9:45 o'clock A. M.,
and duly recorded in Book 408 on page 128
Fees \$.....
O. D. Lawson,
County Clerk.
By, F. Delman, Deputy.

THIS INDENTURE, Made this Twenty first day of October A. D. 192 2, between
Jessie Henley Berry and W. C. Berry and W. C. Berry, her husband,
of the city of Tulsa in Tulsa County, in the State of Oklahoma, part 1st of the first part, and
E. V. Garland
of the city of Tulsa, Oklahoma part 1st of the second part:
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Three thousand and eighty one (3081.00) Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st 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 Lot Twenty eight (28) in Block Two (2) in the
resubdivision of Part of Block Five (5) of Terrace
Drive Addition to the city of Tulsa, Oklahoma according
to the recorded plat thereof.

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 ninety-six promissory notes
with One for six of said notes being for the sum of \$18.00 each, eighty nine of 192
said notes, for the sum of \$33.00 each and one of said notes for the sum of \$26.00; the
the first of said notes due on the 21st day of November 1922 and one of said notes on the
made to 21st day of each and every month thereafter until all of said notes are fully paid.
Made to the order of E. V. Garland, payable at Tulsa, Oklahoma, with interest at the rate
of eight per cent per annum payable semi-annually and signed by Jessie Henley Berry and
or order, payable at W. C. Berry
with per cent interest per annum payable semi-annually and signed by

Said first part 1st 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 first mortgage of \$4500.00 recorded in Book
388 of Tulsa County records page 395

That they have good right and authority to convey and encumber the same, and
the 1st 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 \$..... for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 Ten per cent 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 1st shall pay or cause to be paid to said second part his heirs or assigns said
sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S
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 S 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 S 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.

Jessie Henley Berry
W. C. Berry

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
h 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
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned a Notary Public in and for said County and State
on this 24th day of November 192 2, personally appeared Jessie Henley Berry and W. C. Berry, her
husband to me known to be the identical person S who executed the above
instrument and acknowledged to me that they executed the same as h 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 September 25, 1924 (Seal) W. J. Henry
Notary Public.