

COMPARED

NO. 217536 C.M.S.

MORTGAGE RECORD NO. 408

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1400 and issued
 Receipt No. 6971 therefor in payment of mortgage
 tax on the within mortgage to
 Dated this 27 day of Dec. 1922
 WAYNE L. DICKEY, County Treasurer

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 27 day of
 Dec. 1922, at 1:00 o'clock P. M.,
 and duly recorded in Book 408 on page 136
 Fees \$

(Seal) O. D. Lawson,
 By F. Delman, County Clerk,
 Deputy.

THIS INDENTURE, Made this 27 day of Dec. A. D. 1922, between
 Perry Carmichael and Alice Carmichael, his wife
 of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
 William Hackendorf
 of Tulsa part of the second part:
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of
 Seven hundred fifty and 00/100 Dollars,
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part, his heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma, to-wit:

Lot Four (4) Block Twenty eight (28) College Addition
 to the city of Tulsa according to the recorded plat
 thereof.

This mortgage being subject to one certain mortgage
 held by Leonard and Braniff of Oklahoma City, Okla.
 for the amount of Twenty six hundred and 00/100 dollars.

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 Dated Nov. 9, 1922
 with One for \$750.00 due promissory note of even date here-
 On or before six months from date
 made to William Hackendorf

or order, payable at Tulsa
 with eight per cent interest per annum, payable semi-annually and signed by
 Perry Carmichael and Alice Carmichael, his wife
 Said first part 108 hereby covenant that they are the owner in fee simple
 of said premises and that they are free and clear of all incumbrances except as hereinbefore states

That they have good right and authority to convey and encumber the same, and
 that he 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 \$ 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% 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 108 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 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.
 Perry Carmichael
 Alice Carmichael

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
 his 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, B. H. Johnston, a Notary Public in and for said County and State
 on this 27 day of Dec. 1922, personally appeared Perry Carmichael and Alice Carmichael,
 his wife to me known to be the identical person who executed the above
 instrument and acknowledged to me that he executed the same as his 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 June 24, 1925 (Seal)

B. H. Johnston,

Notary Public.