

COMPARED

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 29th day of Dec. 1922, at 10:00 o'clock A.M., and duly recorded in Book 408 on page 141.

Fees \$ _____

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

THIS INDENTURE, Made this 28th day of Dec. A. D. 1922, between
Thelma Kehr and her husband George D. Hoerner
of Tulsa County, in the State of Oklahoma, part 198 of the first part, and
Mamie H. Dillard
of Tulsa, Okla., part 198 of the second part;
WITNESSETH, That said part 198 of the first part, in consideration of the sum of
TWO HUNDRED AND FIFTY (250.00) Dollars,
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 198 of the second part her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lots Nine (9) and Ten (10) in Block One (1) Investors
Addition to the city of Tulsa Okla. according to
the recorded plat thereof.

MEASURER'S ENDORSEMENT
I do certify that I received \$250.00 and issued
Rec. 10.70.24 therefor in payment of mortgage
tax of the within mortgage.
Dated this 29 day of Dec 1922
WAYNE L. DICKEY, County Treasurer

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

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, One for \$250.00 due December 28th, 1923.

made to Mamie H. Dillard

or order, payable at Tulsa, Okla.

with 10 per cent interest per annum, payable semi-annually and signed by

Thelma Kehr Hoerner and George D. Hoerner

Said first part 198 hereby covenant that Thelma Kehr Hoerner is owner in fee simple

of said premises and that they are free and clear of all incumbrances.

That she has good right and authority to convey and encumber the same, and

she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agrees to insure the buildings on said

premises in the sum of \$250.00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 198

agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 Fifty 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 198 shall pay or cause to be paid to said second part 198 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 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 198 waives notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisalment laws.

IN WITNESS WHEREOF, said part 198 of the first part ha. Y. S. hereunto set their hand and seal the day and year first above written.

Thelma Kehr Hoerner

George D. Hoerner

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 hand this _____ day of

_____ 1922.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Harold S. Baer, a Notary Public in and for said County and State

on this 28th day of December, 1922, personally appeared Thelma Kehr Hoerner and George D.

Hoerner 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 July 2, 1925. (Seal) Harold S. Baer

Notary Public.