

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 29th day of Dec. 1922, at 1:45 o'clock P. M.

and duly recorded in Book 408 on page 142

Fees \$

O. D. Lawson,

(Seal)

F. Delman,

County Clerk.

By

Deputy.

THIS INDENTURE, Made this 20th day of December, A. D. 1922, between S. R. and Eva Scivally, Tulsa

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and

of Charles G. Gory, Tulsa part V of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$1500.00)

Fifteen hundred 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, his heirs

and assigns, all the following described real estate situated in Tulsa, Tulsa County and State of Oklahoma, to-wit:

Lot Seven (7) block sixteen (16) Irving Place Addition  
to the city of Tulsa, Tulsa County, Oklahoma, according  
to the recorded plot thereof.

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$3.00 and issued  
Receipt No. 7019 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 29 day of Dec. 1922

WAYNE L. DICKEY, County Treasurer

Deputy

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 three (3) promissory note of even date here-  
with. One for \$ 500.00 due June 10, 1923; one for \$500.00 due Dec. 10, 1923; one for \$500.00 due June 10, 1924

made to Charles G. Gory

or order, payable at Tulsa, Okla.

with eight (8) per cent interest per annum, payable semi-annually and signed by

S. R. and Eva Scivally

Said first part 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 good right and authority to convey and encumber the same, and  
the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said  
premises in the sum of \$ 1000.00 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 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 mortgagee will pay to the said mortgagee fifty dollars on each unpaid 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 shall pay or cause to be paid to said second part his heirs or assigns said  
sum of \$1500.00 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 waive 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 1st of the first part ha. Y. hereunto set. their hands the day and year first above written.

S. R. Scivally

Eva Scivally

## 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, S. B. Griffith, a Notary Public in and for said County and State  
on this 20th day of December, 1922, personally appeared S. R. Scivally & Eva Scivally, husband  
and 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 written.

My commission expires May 25, 1924, 1922 (Seal)

S. B. Griffith

Notary Public.