

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss. \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ 192\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_

Fees \$ \_\_\_\_\_

O. G. Weaver, \_\_\_\_\_

(Seal) \_\_\_\_\_ County Clerk.

By \_\_\_\_\_ Brady Brown, \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 192\_\_\_\_, between \_\_\_\_\_

C. S. Walker and his wife Kate T. Walker

of \_\_\_\_\_ Tulsa, Tulsa \_\_\_\_\_ County, in the State of Oklahoma, \_\_\_\_\_ part \_\_\_\_\_ of the first part, and \_\_\_\_\_

Jas. B. Bragassa

of \_\_\_\_\_ Tulsa, Tulsa County, Oklahoma \_\_\_\_\_ part \_\_\_\_\_ of the second part:

WITNESSETH, That said part \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged, do \_\_\_\_\_ by these presents grant, bargain, sell and convey unto said part \_\_\_\_\_ 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:

Lots Three (3) and Four (4) of the Bragassa Sub-division of Lot Ten (10) Block Twenty-eight (28) of Park Place Add. to City of Tulsa, Oklahoma, according to the official recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$~~4,200~~ and issued Receipt No. 7051 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Jan. 1925

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.

First \_\_\_\_\_

This conveyance is intended as a mortgage to secure the payment of \_\_\_\_\_ promissory note \_\_\_\_\_ of even date herewith. One for \$ 7000.00 due on or before Jan. 2, 1926 signed by C. S. Walker provided \_\_\_\_\_ for 10 per cent interest after maturity and 10 percent Attorney fees made to \_\_\_\_\_ Jas. B. Bragassa

or order, payable at \_\_\_\_\_ his office Tulsa, Okla. \_\_\_\_\_

with \_\_\_\_\_ per cent interest per annum, payable semi-annually and signed by \_\_\_\_\_ On July 2d and Jan. 2d. in each year hereafter until due according to six interest coupon notes attached

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 \_\_\_\_\_ 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 \$ 2000.00 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 mortgagor will pay to the said mortgagee \_\_\_\_\_ 10 percent on all sums due and unpaid \_\_\_\_\_ 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 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 mortgage \_\_\_\_\_ may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of \_\_\_\_\_ 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 appraisal laws, and all Homestead \_\_\_\_\_ IN WITNESS WHEREOF, said part \_\_\_\_\_ of the first part has \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ the day and year first above written.

C. S. Walker  
Kate T. Walker

## 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 \_\_\_\_\_ has \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_.

STATE OF OKLAHOMA, \_\_\_\_\_ Tulsa \_\_\_\_\_ County, ss. \_\_\_\_\_

Before me, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_, personally appeared \_\_\_\_\_ C. S. Walker and his wife Kate T. Walker \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ who executed the above instrument and acknowledged to me that \_\_\_\_\_ the \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 \_\_\_\_\_ March 10 \_\_\_\_\_, 192\_\_\_\_. (Seal) \_\_\_\_\_ E. S. Hanson \_\_\_\_\_ Notary Public.