

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 25th day of January 1923 at 2:10 o'clock P. M.

and duly recorded in Book 408 on page 189

TO

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By,

Deputy.

THIS INDENTURE, Made this 23rd day of March A. D. 1920, between

Leotie Browning and C. C. Browning, wife and husband,

of Tulsa County, in the State of Oklahoma, part 188 of the first part, and

L. Laravea Tulsa Oklahoma

of part 7 of the second part:

WITNESSETH, That said part 188 of the first part, in consideration of the sum of

Eight Hundred and no/100 (\$800.00)

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

The North Ninety (N90) feet of Lot numbered One (1) in Block numbered One (1) in Hillcrest Ridge Addition to the city of Tulsa, according to the plat of record in the office of the Register of Deeds for said County and State.

It is understood and agreed that this mortgage is a second mortgage given subject to a certain mortgage in favor of the Local Building & Loan Ass. of Oklahoma City, Okla. in the sum of Two Thousand-Five Hundred Dollars.

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 Eight Hundred Dollars 2

with One for \$ 400.00 due Sept. 23, 1920 promissory note S. of even date here-

One note for \$400.00 due March 23, 1921

made to L. Laravea

or order, payable at Exch. Nat. Bank, Tulsa, Okla.

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

Leotie Browning and C. C. Browning

Said first part 188 hereby covenant that they are owner S. 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 Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 188 agree to insure the buildings on said

premises in the sum of \$ 3500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 188

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

Said first part 188 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 Dollars and 10% of principal 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 188 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 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 188 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 188 of the first part ha VS hereunto set their hand S the day and year first above written.

Leotie Browning

C. C. Browning

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That L. Laravea of Tulsa County, Oklahoma, the within

named mortgagee in consideration of the sum of One dollar and other considerations DOLLARS.

to him in hand paid, the receipt whereof is hereby acknowledged, do ES hereby sell, assign, transfer, set out and convey unto

Exchange Trust Company, Tulsa, Okla., its successors,

heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note S, 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 S hereunto set his hand this 23rd day of

March 1920.

L. Laravea

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Gus E. Payne, a Notary Public in and for said County and State

on this 23 day of March 1920, personally appeared Leotie Browning and C. C. Browning

wife and husband to me known to be the identical persons 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, 1923. (Seal)

Gus E. Payne,

Notary Public.

I hereby certify that I received \$ 80.00 and \$ 742.85 from the payment of mortgage on the 25th day of Jan. 1923.

WAYNE L. DICKY, County Treasurer

Deputy