

BLACK PRINTING CO., TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 29th day of Jan., 1923, at 4:10 o'clock P.M.,
and duly recorded in Book 408 on page 198
Fees \$ _____
By, O. G. Weaver, County Clerk.
(Seal)
Brady Brown, Deputy.

THIS INDENTURE, Made this 29th day of January, A. D. 1923, between _____
W. R. Gay and Edna Gay, his wife,
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and
James E. Dulany and Arie Dulany,
of _____ part _____ of the second part;
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Twelve Hundred and 00/100 (\$1200) Dollars,
the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Lot Five (5) in Block Twenty-three (23) College Addition
to the City of Tulsa, Oklahoma, according to the recorded
plat thereof.

It is hereby agreed and stipulated by and between the
parties hereto that the mortgagors may pay and discharge
this indebtedness at their option at the ~~RECORDERS OFFICE~~ RECORDERS OFFICE
from date.

I hereby certify that I received \$ 48.00 and issued
Receipt No. 7506 therefor in payment of mortgage
tax on the within mortgage.

Dated this 31st day of Jan, 1923
WAYNE L. DUCKEY, County Treasurer

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 _____ promissory note _____ of even date here-
with. One for \$ 1200.00 due January 29th, 1925, 192

made to James E. Dulany and Arie Dulany

or order, payable at Tulsa, Okla.

with eight _____ per cent interest per annum, payable semi annually and signed by _____

W. R. Gay and Edna Gay

Said first part 1st hereby covenant _____ that that they are the owners _____ owner _____ in fee simple
of said premises and that they are free and clear of all incumbrances whatever

That they have _____ good right and authority to convey and encumber the same, and
_____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree _____ to insure the buildings on said
premises in the sum of their mortgage for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 per cent of total amount due additional 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 1st shall pay or cause to be paid to said second part 1st their _____ 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 1st may effect such insurance or pay such taxes and assessments and shall
be allowed interest thereon at the rate of ten _____ 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 1st 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 1st of the first part ha ve hereunto set their hand 8 the day and year first above written.

W. R. Gay

Edna Gay

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
_____, 192 ,

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, J. R. League, a Notary Public in and for said County and State
on this 29th day of January, 1923, personally appeared W. R. Gay and Edna Gay, his 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 set forth.
My commission expires May 18, 1926. (Seal)

J. R. League,

Notary Public.