

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the 9th day of Feb., 1923, at 10:40 o'clock A.M., and duly recorded in Book 408 on page 214.

Fees \$ _____

O. G. Weaver,
(Seal) _____ County Clerk.
By: Brady Brown, Deputy.

THIS INDENTURE, Made this ninth day of February, A.D. 1923, between _____

W. D. Calkins and Grace Calkins, husband and wife _____

of Tulsa County, in the State of Oklahoma, _____ part 198 of the first part, and _____

W. J. Carl _____

of Tulsa County, Oklahoma, _____ part 7 of the second part:

WITNESSETH, That said part 198 of the first part, in consideration of the sum of _____ Dollars, _____

Twenty-four Hundred Fifty and No/100 _____

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:

Lot Seven (7) in Block Two (2), Elmwood Addition to
Tulsa, Oklahoma.

TREASURER'S RECEIPT
I hereby certify that I received \$2,450.00 and issued
Receipt No. 7676 therefor in payment of mortgage
tax on the within mortgage.
Dated this 7th day of Feb., 1923.
WAYNE L. DICKEY, County Treasurer
A. J.

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 _____ promissory note _____ of even date here-
with. One for \$40.00 due one month from date, and 60 other notes of \$40.00, due _____ 192 _____
consecutively on the 9th day of each month thereafter, and one note for \$10.00, due _____
sixty-two months from date _____

made to _____

W. J. Carl _____

or order, payable at Tulsa, Oklahoma _____ monthly _____

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

W. D. Calkins, and Grace Calkins, _____

Said first part 198 hereby covenant that they are the _____ owner _____ in fee simple
of said premises and that they are free and clear of all incumbrances except a prior mortgage for \$3500.

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 198 agree to insure the buildings on said _____

premises in the sum of \$4500.00 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 _____ ten per cent _____ 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 _____ 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 _____ eight _____ 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 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 198 of the first part have hereunto set their hand _____ the day and year first above written.

W. D. Calkins
Grace Calkins

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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, Maude D. Roberts _____, a Notary Public in and for said County and State _____

on this 9th day of February, 1923, personally appeared W. D. Calkins and Grace Calkins, 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 March 31, 1923, 1923. (Seal)

Maude D. Roberts,

Notary Public.