

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 14 day of Feb., 1923, at 3:05 o'clock P.M., and duly recorded in Book 408 on page 230

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

O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk,  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 12th day of Feby., A. D. 1923, between S. R. Smith and Clara E. Smith, his wife, of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part, and L. O. Cook of Tulsa, Tulsa County, Okla. part 2d of the second part: WITNESSETH, That said part 1st of the first part, in consideration of the sum of One dollar and other valuable considerations Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d 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 East seventy feet of Lot Twelve, Block Three, College Addition, and North Ten feet of East thirty-five feet of Lot Eleven in Block Three, College Addition to the city of Tulsa, according to ~~the~~ <sup>the</sup> recorded plat thereof,

I hereby certify that I received 1.36 and issued 7775 in payment of mortgage  
Dated this 12 day of Feb., 1923  
WAYNE L. DICKEY, County Treasurer  
22 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 \$1740.00 evidenced by forty-eight (48) of the principal sum of 1 promissory note S of even date here-with. One for \$35.00 due March 12, 1923 bearing interest at the rate of 8% per annum and one each month thereafter until total of forty-seven such notes are paid, and one note, the forty-eighth in the sum of \$95.00 made to S. O. Cook

or order, payable at Tulsa, Okla. with eight per cent interest per annum, payable semi-annually and signed by S. R. Smith and Clara E. Smith, his wife.

Said first part 1st hereby covenant that they are the owner S in fee simple of said premises and that they are free and clear of all incumbrances except one mortgage for \$2500.00 due to the Home Building & Loan Association of Tulsa, Okla.

That they have good right and authority to convey and encumber the same, and the 2d 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 \$3500.00 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 the balance due 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 heirs or assigns said sum \$ of money in the above described note S 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 S 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 S the day and year first above written.

S. R. Smith  
Clara E. Smith

#### 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 \_\_\_\_\_, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, \_\_\_\_\_ a Notary Public in and for said County and State on this 12th day of February, 1923, personally appeared S. R. Smith and Clara E. Smith, to me known to be the identical person S 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 hand and notarial seal on the day and date last above written.

My commission expires Dec. 20, 1924. (Seal) Ester Warren, Notary Public.