

COMPARED

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. 17

This instrument was filed for record on the _____ day of _____

Feb. 1923 at 11:20 o'clock A. M.,

and duly recorded in Book 408 on page 238

Fees \$ _____

O. G. Weaver,

(Seal) _____ County Clerk.

By _____ Deputy.

THIS INDENTURE, Made this 1st day of February, A. D. 1923, between _____

Minnie E. Pope and Charles A. Pope

of _____ County, in the State of Oklahoma, _____ part 108 of the first part, and

Florence T. McJunkin

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

WITNESSETH, That said part 108 of the first part, in consideration of the sum of _____ Dollars,

Twenty-three Hundred 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 her heirs

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

Oklahoma, to-wit:

All of Lot One (1), in Block Nine (9), Wakefield Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S CERTIFICATE

I hereby certify that I received \$1,380.00

Revenue No. 78-09, herefor in payment of _____

tax on the within _____

Dated this 17th day of Feb 1923

WAYNE L. LECHE, 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.

This conveyance is intended as a mortgage to secure the payment of _____ one _____ promissory note _____ of even date herewith. One for \$ 2300.00 due February 1, 1926

made to _____ Florence T. McJunkin

or order, payable at _____ Tulsa, Okla.

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

Minnie E. Pope and Charles A. Pope

Said first part 108 hereby covenant that _____ they are _____ 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 108 agree _____ to insure the buildings on said premises in the sum of \$ 2300.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 _____ Two Hundred Thirty and No/100 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 108 shall pay or cause to be paid to said second part 108 _____ 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 108 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 108 of the first part ha _____ hereunto set _____ their _____ hand _____ the day and year first above written.

Minnie E. Pope

Charles A. Pope

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 _____ 1923

STATE OF OKLAHOMA, _____ Tulsa _____ County, ss.

Before me, _____ Estelle Simpson _____ a Notary Public in and for said County and State on this 17th day of February, 1923, personally appeared _____ Minnie E. Pope and Charles A. Pope her

husband _____ 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 _____ October 20, 1925. (Seal)

Estelle Simpson

Notary Public.