

BACK PRINTING - OK - TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. 24 day of Feb. 1923 at 9:00 o'clock A. M., and duly recorded in Book 408 on page 256

Fees \$ _____

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

THIS INDENTURE, Made this 23rd day of Feb., A. D. 1923, between _____
J. S. George, a single man,
 of Alsuma, Tulsa County, in the State of Oklahoma, _____ part V of the first part, and
W. T. Brumbaugh
 of Broken Arrow, Oklahoma _____ part V of the second part:
 WITNESSETH, That said part V of the first part, in consideration of the sum of _____ Dollars,
Fifty No/100
 the receipt of which is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part _____ of the second part his heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Forty-five (45) in
 the town of Alsuma, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 10.00 and issued
 Receipt No. 7926 for the same in payment of the same
 Dated this 26 day of Feb. 1923
 WAYNE L. DICKEY, County Treasurer
a. j. 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 \$ 50.00 due August 23, 1923

made to W. T. Brumbaugh

or order, payable at Broken Arrow, Okla.

with ten per cent interest per annum, payable semi-annually and signed by J. S. George

Said first part V hereby covenant S that he is the lawful owner _____ in fee simple of said premises and that they are free and clear of all incumbrances _____

That he has good right and authority to convey and encumber the same, and

_____ he _____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S to insure the buildings on said premises in the sum of \$ _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S 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 Twenty-five 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 thereof 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 V shall pay or cause to be paid to said second part V his 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 _____ 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 V waive S 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 V of the first part ha S hereunto set his hand _____ the day and year first above written.

J. S. George

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, A. M. Laws, a Notary Public in and for said County and State on this 23rd day of February, 1923, personally appeared J. S. George (a single man)

to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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 2/25, 1926, 1923 (Seal)

A. M. Laws

Notary Public.