

NO. 222851 C.M.J.

MORTGAGE RECORD NO. 408

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 26 day of

Feb. 1923 at 2:40 o'clock P. M.

and duly recorded in Book 408 on page 257

TO

Fees \$

O. G. Weaver,

(Seal)

County Clerk.

By Brady Brown,

Deputy.

THIS INDENTURE, Made this 19th day of February, A. D. 1923, between Emma J. French and J. E. French, her husband

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and

F. S. Miller Lumber Company of Tulsa

of part 2nd of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Fifteen Hundred and No/100

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part, its

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

Oklahoma, to-wit:

Lot Eleven (11) in Block Fourteen (14) of Burgess Hill
Addition to the city of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof.

7829
Dated this 20 day of Feb. 1923
WAYNE L. McCLAY, County Treasurer
A. J. Deputy

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto 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 \$1,500.00 due March 19th, 1923, 192

made to F. S. Miller Lumber Company

or order, payable at Tulsa, Okla.

with eight per cent interest per annum, payable semi-annually and signed by Emma J. French and J. E. French, her husband

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 1st mortgage for \$1000.00 dated 1-10-23 and 2nd mortgage for \$500.00 dated Feb. 19, 1923

That they have good right and authority to convey and encumber the same, and

that they 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 \$1,500.00 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 mortgagee will pay to the said mortgagee Fifty 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 1st shall pay or cause to be paid to said second part 2nd its successors 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 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 have hereunto set their hand and seal the day and year first above written.

Emma J. French

J. E. French

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa 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, the undersigned

a Notary Public in and for said County and State

on this 19th day of March, 1923, personally appeared within and foregoing

Emma J. French and J. E. French, 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 Jan. 9, 1926, (Seal)

M. E. Maxwell,

Notary Public.