

BLACK PRINTING CO. - TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the _____ 27th _____ day of _____

Oct. _____, 1922, at 3:25 o'clock P. M.

and duly recorded in Book _____ 408 _____ on page _____ 26.

Fees \$ _____

O. D. Lawson, _____

(Seal) _____ County Clerk.

By _____ F. Delman, _____ Deputy.

THIS INDENTURE, Made this _____ 26th _____ day of _____ October _____, A. D. 1922, between _____

Eliza Herndon, nee Eliza Hughes, and G. W. Herndon, her husband _____

of _____ Tulsa _____ County, in the State of Oklahoma, _____ part _____ 168 _____ of the first part, and _____

W. T. Brumbaugh _____

Broken Arrow, Oklahoma, _____ part _____ V _____ of the second part:

WITNESSETH, That said part _____ 168 _____ of the first part, in consideration of the sum of _____

Two Hundred Twenty No/100 _____ Dollars,

the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ V _____ 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 Northeast Quarter of the Southeast Quarter of Section Six (6) Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, containing forty acres, more or less according to the Government Survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ _____ 24 _____ and is Receipt No. _____ 5748 _____ therefor in payment of _____ tax on the within mortgage.

Dated this _____ 21 _____ day of _____ Oct _____, 1922

WAYNE L. DICKEY, 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 \$ _____ 220.00 _____ due _____ Oct. 26th, 1923 _____, 192 _____

made to _____ W. T. Brumbaugh _____

or order, payable at _____ his office _____

with _____ ten (10) _____ per cent interest per annum, payable semi-annually and signed by _____

Eliza Herndon, nee Eliza Hughes, and G. W. Herndon _____

Said first part _____ 168 _____ 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 _____ 168 _____ agree _____ 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 _____ agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part _____ 168 _____ 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 _____ Fifty (50) _____ 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 suit and included 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 _____ 168 _____ shall pay or cause to be paid to said second part _____ 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 _____ 10 _____ 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 _____ 168 _____ 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 _____ 168 _____ of the first part have _____ their _____ hand _____ the day and year first above written.

Eliza Herndon, nee Eliza Hughes _____

G. W. Herndon _____

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 _____, 192 _____

STATE OF OKLAHOMA, _____ Tulsa _____ County, ss. _____

Before me, _____ John A. Talbot _____, a Notary Public in and for said County and State on this _____ 26th _____ day of _____ October _____, 1922, personally appeared _____ Eliza Herndon, nee Eliza Hughes, and _____ G. W. Herndon, 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. _____ John A. Talbot _____

My commission expires _____ Aug. 8th _____, 1925. (Seal) _____ Notary Public.