

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 27 day of

Feb. 1923 at 3:00 o'clock P. M.,

and duly recorded in Book 408 on page 261

TO

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy.

THIS INDENTURE, Made this 27th day of February A. D. 1923 between

of Tulsa County, in the State of Oklahoma, part 1es of the first part, and
William Vance, Trustee,
of Tulsa County, Oklahoma part V of the second part:WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Thirty-eight hundred seventy-five and 00/100 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:All of Lot Nineteen (19) in Block Four (4) of Edgewood Place
Addition to the city of Tulsa, Oklahoma, according to the
Recorded plat thereof.RECEIVED FOR DEPOSIT
I hereby certify that I received \$ 434 and interest
from the 1923 in payment of mortgage
dated this 28 day of Feb. 1923
WAYNE L. DICKEY, County Treasurer
a. j.To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-
taining forever.This conveyance is intended as a mortgage to secure the payment of One Principal promissory note of even date here-
with. One for \$ 3875.00 due March 1st 1926 and six interest coupons one for \$ 155.95, 192
due Sept. 1st 1923, and five others for \$ 155.00 each due on the 1st days of March
and Sept. in each year.made to William Vance, Trustee
Tulsa, Oklahoma,
or order, payable atwith eight per cent interest per annum, payable semi-annually and signed by
Sam Smith and Celestine SmithSaid first part 1es hereby covenant that they are the owner. In fee simple
of said premises and that they are free and clear of all incumbrances whateverThat they have good right and authority to convey and encumber the same, and
that he Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said
premises in the sum of \$ this mortgage for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.Said first part 1es 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 total amount due additional 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 1es 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 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 1es 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 1es of the first part have hereunto set their hands the day and year first above written.

Sam Smith

Celestine Smith

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
his 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, J. R. League

on this 27th day of February 1923 personally appeared Sam Smith and Celestine Smith his wife
to me known to be the identical persons 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 May 16, 1923 (Seal)

J. R. League,

Notary Public.