

COMPARED

NO 223101 C. 11.5.

MORTGAGE RECORD NO. 408

265

BLACK PRINTING CO., TULSA, OKLA.

FROM	STATE OF OKLAHOMA, Tulsa County, ss.
	This instrument was filed for record on the 28 day of Feb. 1923 at 4:00 P. M.
TO	and duly recorded in Book 408 on page 265
	Fees \$
	O. G. Weaver,
	(Seal) County Clerk.
	By Brady Brown, Deputy.

THIS INDENTURE, Made this 27th day of January A. D. 1923, between G. W. Waggoner and Nettie Waggoner, husband & wife of Broken Arrow, Tulsa County, in the State of Oklahoma, part 1es of the first part, and W. T. Brumbaugh of Broken Arrow, Oklahoma, part 1es of the second part: WITNESSETH, That said part 1es of the first part, in consideration of the sum of Three Hundred Fifty No/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1es 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) Two (2) Three (3) Four (4) and Five (5) in Block Sixteen (16) in the Original Town of Broken Arrow, according to the recorded plat thereof.

TREASURER'S RECEIPT
Hereby receipt is acknowledged \$ 350.00
Record No. 223101 and order in payment of mortgage
on the within mortgage
Dated this 1 day, Mar, 1923
WAYNE L. LANEY, County Treasurer
R. 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 \$ 350.00 due Jan. 27th, 1924

made to W. T. Brumbaugh

or order, payable at Broken Arrow, Okla.

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

G. W. Waggoner and Nettie Waggoner, his wife

Said first part 1es hereby covenant that they are the lawful owner, S 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 1es 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 \$ 500.00 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 mortgagee will pay to the said mortgagee Fifty 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 1es 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 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 ha. 1es hereunto set their hand, S the day and year first above written.

Nettie Waggoner
G. W. Waggoner

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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

h 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, R. A. Wallingford, a Notary Public in and for said County and State

on this 27th day of February, 1923, personally appeared G. W. Waggoner and Nettie Waggoner,

his wife 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 NOV. 4, 1926. (Seal) R. A. Wallingford, Notary Public.