

BLACK PRINTING CO. TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 28 day of Feb. 1925 at 4:30 o'clock P. M., and duly recorded in Book 408 on page 267.

Fees \$ \_\_\_\_\_

O. G. Weaver, County Clerk.

(Seal) Brady Brown, Deputy.

THIS INDENTURE, Made this 28th day of February A. D. 1925, between Anna A. Muster, an unmarried woman and A. G. Weinright, an unmarried man, of Tulsa County, in the State of Oklahoma, part 1st of the first part, and Miles Mullen of Tulsa, Oklahoma, part V of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Eight Hundred and 00/100 (\$800) 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:

Lot Twelve (12) in Block Three (3) in Carbondale, Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded official plat thereof.

I hereby certify that I received 48  
Revenue No. 7991 therefor in payment of mortgage  
tax on the within mortgage  
Dated this 1st day of March 1925  
WAYNE L. DICKER, County Treasurer  
A-9

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 Two principal promissory note, of even date herewith. One for \$ 280.00 due March 1st, 1924 and one for \$600.00 due March 1st, 1926, 1925 with two interest coupons attached thereto for \$60.00 each, due on the 1st day of March, 1925 & 1926, respectively made to

Miles Mullen  
Tulsa, Okla.  
or order, payable at  
with Ten per cent interest per annum, payable semi-annually and signed by Anna A. Muster and A. G. Weinright  
Said first part 1st hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances whatever

That they have good right and authority to convey and encumber the same, and the V 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 \$1000.00 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, default in payment of any amount when due and collect the same by a sale of the premises on 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 1st 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 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.

A. G. Weinright  
Anna A. Muster

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 \_\_\_\_\_ 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 \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 192 \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, J. R. League, a Notary Public in and for said County and State on this 28th day of February, 1925, personally appeared Anna A. Muster, an unmarried woman and A. G. Weinright, an unmarried man, to me known to be the identical person S. 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, 1926. (Seal) J. R. League, Notary Public.