

MADE PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 1 day of March, 1923, at 10:00 o'clock A. M., and duly recorded in Book 408 on page 268

Fees \$ _____

O. G. Weaver,
(Seal) _____ County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this 20th day of Sept., A. D. 1922, between _____
G. W. and Nellie Edwards
of Tulsa County, in the State of Oklahoma, _____ part 1st of the first part, and
N. A. Higdon
of Tulsa _____ part 2d of the second part;
WITNESSETH, That said part 1st of the first part, in consideration of the sum of _____ Dollars, his
Eleven hundred and fifty No/100
the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part 2d of the second part N. A. Higdon and assigns, all the following described real estate situated in _____ County and State of Oklahoma, to-wit:

The South 35 ft. of the north half of lot eleven (11) and twelve (12) Block Four (4) Clinton Addition to the City of Tulsa.

RECEIVED FOR RECORD
FILED IN BOOK 408 PAGE 268
DATE THIS 2nd Mch 1923
WAYNE L. DICKER, County Treasurer
a. 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 _____ promissory note _____ of even date herewith. One for \$ 1150.00 due Sept. 20, 1924, 192_____
And payable twenty dollars per month there after
made to _____

or order, payable at _____
with eight per cent interest per annum, payable semi-annually and signed by _____
This mortgage is made subject to a first mortgage to the Georgia State Savings for the sum of sixteen hundred balance due about six hundred payable \$33.31 per month until paid
And subject to a second mortgage to F. A. Singler the balance due seventeen hundred and ninety one (1791) dollars payable \$25. per month until paid.

That _____ good right and authority to convey and encumber the same, and _____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part _____ 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 1st agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part _____ 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 _____ 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 1150.00 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 _____ 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 _____ the day and year first above written.

Nellie Edwards
G. W. Edwards

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 _____ ha _____ hereunto set _____ hand _____ this _____ day of _____, 192_____

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, _____ a Notary Public in and for said County and State on this 20th day of February, 1923, personally appeared G. W. Edwards and Nellie Edwards, his wife within and foregoing _____ to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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. 17, 1925. (Seal)

Eva DeWitt,

Notary Public.