

BLACK PRINTING CO. - TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 2 day of March, 1923, at 1:10 o'clock P. M., and duly recorded in Book 408 on page 270

Fees \$ _____

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

THIS INDENTURE, Made this 1st day of March, A. D. 1923, between _____

H. E. Hanna and Lenore S. Hanna
of Tulsa Tulsa County, in the State of Oklahoma, _____ part ies of the first part, and _____

Wiltz B. Tribble
of Tulsa, Oklahoma, _____ part Y of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of _____ Dollars,
Forty-five Hundred & No/100
the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part Y 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 Nine, in Block One, in Sanger-Douglass Subdivision of Lots 1, 2, 3, 4, 5, 8, 9, and 10, of Block Twenty-five in Park Place Addition to the city of Tulsa, according to the recorded plat thereof.

WAYNE L. DICKEY, County Treasurer
a g

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto, 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. On for \$ 4500.00 due March 1st, 1926 192 _____

made to Wiltz B. Tribble

or order, payable at Exchange National Bank

with eight per cent interest per annum, payable semi-annually and signed by H. E. Hanna and Lenore S. Hanna

Said first part ies hereby covenant that they are 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 _____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said premises in the sum of \$ 5500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 four hundred fifty & No/100 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 ies 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 ies 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 ies of the first part ha ve hereunto set their hand S. the day and year first above written.

H. E. Hanna

Lenore S. Hanna

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, Mabel Robinson, a Notary Public in and for said County and State on this 2nd day of March, 1923, personally appeared H. E. Hanna and Lenore S. Hanna within and foregoing 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 3/28/23, 1923 (Seal) Mabel Robinson Notary Public.