

BLACK PRINTING CO. TULSA

FROM _____ TO _____	STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the <u>19</u> day of <u>March</u> 192 <u>3</u> at <u>4:00</u> o'clock <u>P.</u> M., and duly recorded in Book <u>408</u> on page <u>316</u> Fees \$ _____ <u>O. G. Weaver,</u> (Seal) _____ County Clerk By <u>Brady Brown,</u> Deputy.
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THIS INDENTURE, Made this 19th day of March, A.D. 1923, between
F. L. Alban and Winifred Alban, (husband and wife)
 of Tulsa County, in the State of Oklahoma, as part 108 of the first part, and
D. H. Boullt and Effie G. Boullt, husband and wife,
 of _____ part _____ of the second part:
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Sixteen Hundred (\$1600.00) Dollars,
 the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ of the second part _____ heirs
 and assigns, all the following described real estate situated in _____ Tulsa _____ County and State of
 Oklahoma, to-wit:

West Nine-five feet (W95) of Lot Two (2) in Block Two (2)
 of Tulsa Square Addition to the city of Tulsa, Tulsa County,
 Oklahoma,

TREASURER'S ENDORSEMENT

I hereby certify that the above described premises are
 owned by 8237 and are not
 subject to any lien or claim of any kind
McK
WALTER L. LARSEN, County Treasurer
4
 Deputy

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 promissory note _____ of even date here-
 with. One for \$ 1600.00 due July 19th, 1923 192 _____

made to D. H. Boullt and Effie G. Boullt, husband and wife,

or order, payable at Tulsa, Okla.

with eight per cent interest per annum, payable semi-annually and signed by
F. L. Alban and Winifred Alban, husband and wife

Said first part 108 hereby covenant _____ that they are the 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 108 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 108
 agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 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 108 shall pay or cause to be paid to said second part 108 their 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 _____ 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 108 waive _____ notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisement laws.
 IN WITNESS WHEREOF, said part 108 of the first part ha ve hereunto set their hand s the day and year first above written.

F. L. Alban
Winifred Alban

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, the undersigned, a Notary Public in and for said County and State
 on this 19th day of March, 1923, personally appeared
F. L. Alban and Winifred Alban, (husband and wife), to me known to be the identical person 108 who executed the above
 instrument and acknowledged to me that it was executed the same as their free and voluntary act and deed for the uses and purposes therein set
 forth. Witness my hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth.
 My commission expires Jan. 9, 1926, 192 _____ (Seal)

R. K. Phipps,
 Notary Public.