

NO. 225310 **MORTGAGE RECORD NO. 408**

BLACK PRINTER COLTULSA

THIS INSTRUMENT FROM
 8408
 27 March 3
 COT

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 22 day of March 1923, at 2:00 o'clock P.M., and duly recorded in Book 408 on page 321

Fees \$
 O. G. Weaver,
 (Seal) County Clerk,
 By Brady Brown, Deputy.

THIS INDENTURE, Made this 20th day of March, A. D. 1923, between The U. S. Compression Inner Tube Co., a corporation, with its principal place of business in Tulsa County, in the State of Oklahoma, part V of the first part, and of George Provine, part V of the second part:
 WITNESSETH, That said part V of the first part, in consideration of the sum of Fifteen Thousand & No/100 (\$15,000.) Dollars, the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part V of the second part, his Tulsa County and State of Oklahoma, to-wit:

That part of Lot 5 in fractional Section 3, Township 19 N. Range 12 E., more particularly described as follows: to-wit: Beginning at a meander corner at the Southwest corner of the said lot (5) Five, North 592.7 feet, thence North 79° 10' East 745.18 feet, thence South 549.2 feet to meander line thence South 73° 30' West along said line 106.1 feet, thence South 61° West 52.4 feet, thence South 80° West 549.0 feet to the place of beginning, except the right of way of the Sand Springs Railway Company and all appurtenances thereto.

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 \$ 15,000.00 due September 20, 1923, 192

made to George Provine

or order, payable at Tulsa, Okla.

with eight (8) per cent interest per annum, payable semi-annually and signed by the U. S. Compression Inner Tube Co.

Said first part V hereby covenant that it is the owner in fee simple of said premises and that they are free and clear of all incumbrances

That it is good right and authority to convey and encumber the same, and

it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree to insure the buildings on said premises in the sum of \$ 10,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 Fifteen Hundred 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 V shall pay or cause to be paid to said second part V 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 8 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 V waive notice of election to declare the whole debt due as above and also the benefit of any valuation or appraisal laws.

IN WITNESS WHEREOF, said part V of the first part has hereunto set its hand the day and year first above written.

Attest: W. T. Roberson, Secty.
 (Cor. Seal)

U. S. Comp. Inner Tube Co.
 By G. W. Day, Pres.

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 has hereunto set hand this day of 192

STATE OF OKLAHOMA, Tulsa County, ss.

the undersigned

On this 20th day of March, A. D. 1923, before me, a Notary Public in and for said County and State of Oklahoma, personally appeared G. W. Day to me known to be the identical person who subscribed the name of the U. S. Compression Inner Tube Company, a corporation, the maker thereof, to the within and foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial seal the day and year last above written.
 My commission expires 7/22/23 (Seal)

Notary Public.

J. Joe Perry, Notary Public.