

BLACK PRINTING CO. TULSA

FROM  
TO  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 24th day of March 1923, at 10:00 o'clock A.M. and duly recorded in Book 408 on page 327.  
Fees \$  
O. G. Weaver,  
(Seal) County Clerk,  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 13th day of March A.D. 1923, between  
R. B. Downing and Marie Downing, his wife  
of Tulsa County, in the State of Oklahoma, part 189 of the first part, and  
J. E. Roth  
of Fairfield, Iowa, part 189 of the second part:  
WITNESSETH, That said part 189 of the first part, in consideration of the sum of Two thousand four hundred and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 189 of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

The South seventy (70) feet of Lot Twenty (20) in Block Eighteen (18) of College Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.  
Receipt No. 1435  
Dated this 24th day of March 1923.  
WAYNE L. DICKEY, 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 One promissory note of even date herewith. One for \$ 2400.00 due March 13th, 1928  
made to J. E. Roth  
or order, payable at The Iowa State Savings Bank Fairfield, Iowa  
with eight per cent interest per annum, payable semi-annually and signed by R. B. Downing and Marie Downing  
Said first part 189 hereby covenant that they are the owner 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 they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 189 agree to insure the buildings on said premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 189 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.  
Said first part 189 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 mortgagee will pay to the said mortgagee Two hundred and fifty and 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 thereon enforced in the same manner as the principal debt hereby secured and in the event of foreclosure, said sum to be paid to said second party.  
Said first part 189 agree to pay to said second party the 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 189 agree to give notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws, and all rights in and to the premises, to said second party, hereunto set their hand and seal the day and year first above written.  
R. B. Downing  
Marie Downing

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 1923

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, the undersigned, a Notary Public in and for said County and State on this 13th day of March 1923, personally appeared R. B. Downing and Marie Downing, his wife, 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 Mar 4, 1924 (Seal)  
Harold J. Sullivan, Notary Public.