

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the _____ day of _____

March 1923, at 3:00 o'clock P.M.,

and duly recorded in Book 408 on page 338

Fees \$ _____

O. G. Weaver,

(Seal) _____ County Clerk.

By, _____ Deputy.

THIS INDENTURE, Made this 29th day of March, A. D. 1923, between _____

John Monforte Wilson and his wife, Daisy L. Wilson

of Tulsa, Tulsa County, in the State of Oklahoma, part 109 of the first part, and

Jas. B. Bragassa

of Tulsa, Tulsa Co., Okla. part 109 of the second part:

WITNESSETH, That said part 109 of the first part, in consideration of the sum of _____ Dollars,

Two Thousand and No/100

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 109 of the second part, his heirs and assigns, all the following described real estate situated in _____ County and State of Oklahoma, to-wit:

The East Twenty-five and Five-tenths Feet (25-5/10) of Lot One (1) and the West Twenty-four and five-tenths Feet (24-5/10) of Lot Two (2) of Bragassa Sub-division of Lot Ten (10), Block Twenty-eight (28) of the Park Place Addition to the city of Tulsa, according to the official recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$40.00 from _____

for the purpose of payment of mortgage

on the 20 day of March 1923.

WAYNE L. DICKEY, County Treasurer

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 \$2000.00 due on or before one year from date, 1923.

made to Jas. B. Bragassa

or order, payable at Tulsa, Okla. from date

with Eight per cent interest per annum payable semi-annually and signed by John Monforte Wilson and Daisy L. Wilson

Said first part 109 hereby covenant that they are in possession and are the lawful 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

the said first part 109 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 109 agree to insure the building on said premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 109 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 109 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 Ten per cent on all sums due and unpaid 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 109 shall pay or cause to be paid to said second part 109 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 109 give notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws, and all homestead exemptions, rights and benefits their hand, the day and year first above written.

IN WITNESS WHEREOF, said part 109 of the first part has hereunto set their

John Monforte Wilson

Daisy L. Wilson

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 _____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned _____, a Notary Public in and for said County and State

on this 29th day of March, 1923, personally appeared _____ within and foregoing _____

John Monforte Wilson and his wife Daisy L. Wilson, to me known to be the identical person who executed the above 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 January 5, 1926. (Seal)

R. W. Lee,

Notary Public.