

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 3rd day of April 1923 at 11:00 o'clock A. M.,
and duly recorded in Book 408 on page 344
Fees \$ _____
By O. G. Weaver, County Clerk.
(Seal) Brady Brown, Deputy.

THIS INDENTURE, Made this 29th day of March A. D. 1923, between
Hugh Gary and Anna Belle Gary, his wife
of Tulsa, Tulsa County, in the State of Oklahoma, part 1es of the first part, and
L. P. Horne
of Tulsa, Oklahoma, part Y of the second part:
WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Thirteen hundred twenty-five (\$1325.00) Dollars,
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:

All of lot Four (4) in Block Eight (8) of Maryland Gardens
Addition to Tulsa, Tulsa County, Oklahoma, according to the
recorded plat and survey thereof.

TRUSTEE'S ENDORSEMENT

I hereby certify that the sum of \$ 1325.00 and issued
Receipt # 8654 for the payment of mortgage
dated this 4th day of April 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 apper-
taining forever.

This conveyance is intended as a mortgage to secure the payment of two (2) promissory notes. So of even date here-
with. One for \$ 100.00 payable \$25.00 monthly with eight per cent interest, payable
monthly; first payment due and payable Sept. 1st, 1923; One note for \$1225.00, payable \$25.00
monthly with interest at eight per cent per annum payable monthly, first payment due and
made to payable January 1st, 1924.

or order, payable at _____
with _____ per cent interest per annum, payable semi-annually and signed by _____

Said first part 1es 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
that he Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said
premises in the sum of \$ 300.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 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 a reasonable fee 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 shall pay or cause to be paid to said second part his heirs or assigns said
sum S of money in the above described note S 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 S may effect such insurance or pay such taxes and assessments and shall
be allowed interest thereon at the rate of 100 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 1es 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 1es of the first part have hereunto set their hand S the day and year first above written.

Hugh Gary
Anna Belle Gary

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
_____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, Mrs. M. W. Nickel, a Notary Public in and for said County and State
on this 29th day of March, 1923, personally appeared Hugh Gary & Anna Belle Gary, wife, and L. P. Holm, to me known to be the identical person S 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 Oct. 21, 1926, 1923. (Seal) Mrs. M. W. Nickel
Notary Public.