

BLACK PRINTING CO. - TULSA

COMPARED

FROM  
TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 2100.00 and issued  
Receipt No. 5848 therefor in payment of mortgage  
tax on the within mortgage. Nov 1922  
Dated this 1st day of November 1922  
WAYNE L. DICKEY, County Treasurer

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 1st day of  
Nov. 1922, at 3:50 o'clock P.M.,  
and duly recorded in Book 408 on page 35  
Fees \$.....  
O. D. Lawson,  
(Seal) F. Delman, County Clerk.  
By..... Deputy.

THIS INDENTURE, Made this First day of November A. D. 1922, between  
of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
of John C. Kunkle  
of Tulsa, Tulsa County, Oklahoma part 2 of the second part:  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Two Thousand One Hundred (\$2100.00) 00/100 Dollars,  
the receipt of which is hereby acknowledged, do SS by these presents grant, bargain, sell and convey unto said part 2 of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa City, Tulsa County and State of  
Oklahoma, to-wit:

All of the east (50') Fifty feet of the South (150') One  
Hundred and Fifty feet of Lot (5) Five; in Block (16),  
Sixteen; Highland First Addition to the city of Tulsa,  
Tulsa County, state of Oklahoma.

This mortgage is given subject however to one certain mortgage, duly recorded on  
the nineteenth day of August, Nineteen Hundred and Twenty Two in Mtg. Book # -  
Page# in Records of Deeds office Tulsa County, State of Oklahoma, in the amount  
of Seven Thousand Dollars (\$7000.00)

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 \$ 2100.00 due on the first of each and every month, in monthly install- 1922  
ments of \$25.00 including interest at the rate of Eight (8) per cent, until face of  
this mortgage is retired,  
made to

John C. Kunkle  
or order, payable at Tulsa, Okla.  
with eight per cent interest per annum, payable semi-annually and signed by  
F. E. Bossard and his wife Estella T. Bossard

Said first part 1st hereby covenant that they are owner S in fee simple  
of said premises and that they are free and clear of all incumbrances exception above noted

That they have good right and authority to convey and encumber the same, and  
the Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree S to insure the buildings 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 1st  
agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree S 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 Two Hundred and 00/100 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 thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part his heirs or assigns said  
sum \$2100.00 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 debt due as above and also the benefit to stay, valuation or appraisal laws,  
collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 1st waive S notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws,  
IN WITNESS WHEREOF, said part 1st of the first part ha Ve hereunto set their hand S the day and year first above written.

F. E. Bossard  
Estella T. Bossard

## 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 1st day of  
1922

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Frank J. Manley, a Notary Public in and for said County and State  
on this first day of November, 1922, personally appeared F. E. Bossard and his wife Estella T.  
Bossard to me known to be the identical person Who executed the above  
instrument and acknowledged to me that th. 9Y executed the same as th. 9Y 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 May 13th, 1924 (Seal) Frank J. Manley  
Notary Public.