

COMPARED

NO. 226794 C.M.J.

MORTGAGE RECORD NO. 408

351

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 5th day of

April 1923 at 4:05 o'clock P. M.

and duly recorded in Book 408 on page 351

Fees \$.

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By Deputy.

THIS INDENTURE, Made this 22nd day of March A. D. 1923, between

John J. Dickens, a single man

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

L. L. Wiles

of Tulsa County, Oklahoma, part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of

Five Hundred

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part, his heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

Lots twenty-one (21), twenty-two (22), twenty-three (23)
and twenty-four (24), Block twenty-one (21) original Town
of Skiatook, Oklahoma, according to the recorded plat thereof.

I hereby certify that this instrument was filed for record on the 5th day of April 1923 at 4:05 o'clock P. M. and issued
Receipt No. 8713 as per payment of mortgage
tax as the law requires.

Dated this 6th 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 one promissory note of even date here-
with. One for \$ 500.00 due March 22, 1924

made to L. L. Wiles

or order, payable at Office of L. L. Wiles

with 10 per cent interest per annum, payable semi-annually and signed by

John J. Dickens

Said first part V hereby covenant that he is owner in fee simple

of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same, and

he 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 \$ 500.00 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 \$50.00 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 10 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 to stay, valuation or appraisal laws.

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

John J. Dickens

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa 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

his 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 his 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 22 day of March, 1923, personally appeared

John J. Dickens, to me known to be the identical person who executed the above

instrument and acknowledged to me that he executed the same as his 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. 24, 1926. (Seal)

Alice Sears,

Notary Public.