

COMPARED

NO. 226797 C.V.J.

MORTGAGE RECORD NO. 408  
REAL ESTATE SECOND MORTGAGE.

355

I hereby certify that the above is a true and correct copy of the original as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.

Dated this 6th day of April, 1923.

WAYNE L. DICKEY, County Treasurer

Deputy

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 355

Fees \$

O. G. Weaver,

(Seal) Brady Brown,

County Clerk.

Deputy.

THIS INDENTURE, Made this 31st day of March, A. D. 1923 between

Elizabeth Hendrix and J. R. Hendrix, her husband, and Pearl Hendrix, a single woman.

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and

S. D. Pickering and L. D. Lewk,

of Tulsa County, Oklahoma, part 1st of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Twenty-five Hundred Twenty-five and No/100 (\$2525.00)

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Twenty-two (22) in Block One (1) in Grandview Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, also known as 1225 North Denver Avenue.

#1.

State of Oklahoma, Tulsa County, ss.

Before me, Maurice A. DeVinna, a Notary Public in and for said County and State, on this 31st day of March 1923, personally appeared Elizabeth Hendrix and J. R. Hendrix, her husband, and Pearl Hendrix, a single woman, to me known to be the identical persons who executed the within and foregoing instrument, the said J. R. Hendrix, signing by his mark in my presence and in the presence of L. M. Hayes and J. D. Ooley, ss witnesses, and all of said parties acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notarial seal, at Tulsa, Oklahoma, the day and year first above written.

My commission expires: May 11th, 1923. (Seal)

Maurice A. DeVinna,

Notary Public.

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 \$ 2525.00 due payable in installments of \$55.00 per month, said installments to be paid on or before the 1st day of each and every month hereafter beginning the 1st day of May, 1923, made to

S. D. Pickering and L. D. Lewk

of order, payable at Tulsa, Oklahoma, deferred payments to bear interest at the rate of 8% per annum from April 1st, 1923, until paid; interest payable monthly, and signed by Elizabeth Hendrix & J. R. Hendrix, her husband, and Pearl Hendrix, a single woman.

Said first part 1st 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

the 1st will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$ 10,000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 10% of the total amount herein 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 1st their 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 of 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.

IN FIRST PART 1st waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or first above written.

IN WITNESS WHEREOF, said part 1st of the first part hereunto set their hand, the day and year first above written.

The name of J. R. Hendrix was written by me the first witness subscribing below near the mark made by him and Elizabeth Hendrix was written at his request and in his presence after J. R. Hendrix mark made by him. L. M. Hayes, First Witness J. D. Ooley, Second Witness.

KNOW ALL MEN BY THESE PRESENTS: #1.

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, 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, County, ss.

Before me, a Notary Public in and for said County and State on this day of 1923, personally appeared

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, 1923.

Notary Public.