

BLACK PRINTING CO., TULSA

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 6th day of

April 1923 at 3:45 o'clock P. M.,

and duly recorded in Book 408 on page 358

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By

Deputy.

THIS INDENTURE, Made this 11th day of September A. D. 1922, between

B. E. Boes and Sarah Boes, his wife

of Tulsa County, in the State of Oklahoma, part 108 of the first part, and

U. S. Stafford

of Tulsa County, part 108 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Eighteen hundred and no/100

Dollars,

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 108 of the second part, V. his heirs

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

Oklahoma, to-wit:

All of Lot number six (6) in Block number sixteen (16) in the original Town of Owasso, Oklahoma, according to the Government survey and recorded plat thereof, also the North half (N $\frac{1}{2}$) of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$) of SE $\frac{1}{4}$) except one and one-half (1 $\frac{1}{2}$) acres off the Southwest corner now included in the Public School Property all in Section Thirty (30) Township Twenty-one (21) North, Range Fourteen (14) East.

I hereby certify that I received \$36.00 and issued Receipt No. 8728 in payment of mortgage tax on the within mortgage.

Dated this 7 day of April 1923

WAYNE L. DICKSON, County Treasurer

a. g. Deputy

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 \$1800.00 due August 1st, 1923

made to U. S. Stafford

or order, payable at First State Bank of Owasso

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

B. E. Boes and Sarah Boes, his wife

Said first part 108 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 V. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said

premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108

agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 all reasonable 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 108 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 108 waive notice of election to declare the whole debt due as above and give the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part has hereunto set their hand the day and year first above written.

B. E. Boes

Sarah Boes

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

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 their hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, C. E. Dickson

on this 11th day of September 1922, personally appeared

B. E. Boes and Sarah Boes, his wife, to me known to be the identical person who executed the

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 March 15th, 1926. (Seal)

C. E. Dickson,

Notary Public.