

COMPARED

NO. 227974 O.M.J.

MORTGAGE RECORD NO. 408

379

BLACK PRINTING CO. - TULSA

FROM	STATE OF OKLAHOMA, Tulsa County, ss.
	This instrument was filed for record on the 18 day of April 1923 at 3:30 o'clock P.M.
TO	and duly recorded in Book 408 on page 379
	Fees \$
	O. G. Weaver,
	(Seal) County Clerk,
	By, Brady Brown, Deputy.

THIS INDENTURE, Made this 10th day of April, A. D. 1923, between  
 L. O. Cook and Ella A. Cook  
 of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part, and  
 J. D. Simmons  
 of Tulsa, Tulsa County, Okla. part 108 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of  
 One dollar and other good and valuable considerations Dollars;  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part his heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma, to-wit:

East 47-1/2 ft. of the West 94-1/4 ft. of Lot Eight Block Two,  
 Orcutt Addition to the city of Tulsa, according to the recorded  
 plat thereof,

TRASURER'S ENDORSEMENT  
 I hereby certify that I received \$3.60 and issued  
 Receipt No. 8934 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 18 day of April 1923.  
 WAYNE L. DICKY, County Treasurer  
 O.S.B.

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 thirty-five (35) promissory note of even date here-  
 with. On or before each in the sum of \$100.00 falling due one each month 1923  
 on the first day thereof beginning June 1st, 1923.

made to J. D. Simmons  
 or order, payable at Tulsa, Okla.

with 8 per cent interest per annum, payable semi-annually and signed by  
 L. O. Cook and Ella A. Cook, and one for \$2500.00 due May 1, 1926;

Said first part 108 hereby covenant that they are owner in fee simple  
 of said premises and that they are free and clear of all incumbrances except a mortgage for \$10,000.

That they have good right and authority to convey and encumber the same, and  
 the 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 mortgagee will pay to the said mortgagee two hundred and fifty (\$250.00) 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 108 shall pay or cause to be paid to said second part 108 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 8 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 also the benefit to stay, valuation or appraisalment laws.  
 IN WITNESS WHEREOF, said part 108 of the first part ha. Ye hereunto set their hands the day and year first above written.  
 L. O. Cook  
 Ella A. Cook

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, Caroline Baker, a Notary Public in and for said County and State  
 on this 10th day of April, 1923, personally appeared  
 L. O. Cook and Ella A. Cook, to me known to be the identical person 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 hand and notarial seal on the day and date last above written.  
 My commission expires Oct. 31, 1923. (Seal) Caroline Baker, Notary Public.