

COMPARED

NO. 228348

C.M.J.

MORTGAGE RECORD NO. 408

387

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 23 day of April 1923 at 9:00 o'clock A.M. and duly recorded in Book 408 on page 387

TO

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

Deputy.

THIS INDENTURE, Made this 20th day of April, A. D. 1923, between Arthur Jackson and Gertrude May Jackson, his wife

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and The West Tulsa State Bank Tulsa, Oklahoma part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Four Hundred Fifty and No/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

All of lots Fifteen (15) and Sixteen (16), Block Six (6) of Garden City, Tulsa County Oklahoma according to the recorded plat thereof.

TREASURER'S RECEIPT

I hereby certify that I have received \$ 09 and issued Receipt No 9227 for the same in payment of mortgage tax on the within to be paid.

Dated this 24 day of April, 1923

WAYNE L. DICKY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of eleven promissory notes of even date here with. One for \$ 40.00 due May 16th 1923 and nine notes for \$40.00 each due one each month commencing with June 16, 1923, and one note for \$50.00 due eleven months after date made to The West Tulsa State Bank

or order, payable at West Tulsa

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

Arthur Jackson and Gertrude May Jackson

Said first part 1st hereby covenant that they are 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 2nd will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said premises in the sum of \$ 400.00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 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 mortgagor will pay to the said mortgagee Fifty Dollars as attorney'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 2nd its 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. Said first part 1st 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 1st 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 1st of the first part ha. VA. hereunto set their hand, s. the day and year first above written.

Arthur Jackson

Gertrude May Jackson

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 day of 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, F. A. Singler

on this 20th day of April, 1923, personally appeared Arthur Jackson and Gertrude May Jackson, to me known to be the identical person. S. 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 official hand and seal the day and year above set forth.

My commission expires Oct. 13, 1926. (Seal)

F. A. Singler,

Notary Public.