

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 24 day of April 1923, at 2:00 o'clock P. M.,

and duly recorded in Book 408 on page 292

TO

Fees \$ O. G. Weaver,

(Seal) Brady Brown, County Clerk.

By, Deputy.

THIS INDENTURE, Made this Twenty Third day of March, A. D. 1923, between
Gabriel Cartier

of Tulsa County, in the State of Oklahoma, part Y of the first part, and
R. M. Darnell and Dencie E. Darnell
 of Tulsa part ies of the second part;

WITNESSETH, That said part Y of the first part, in consideration of the sum of
Twenty Six Hundred Twenty Five Dollars Sixty Five Cents (\$2625.65) Dollars,
 the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part ies of the second part, heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma, to-wit:

Lot Thee (3), Block Eight (8), Maple Park Addition to
 the city of Tulsa, Oklahoma, according to the recorded
 plat thereof.

RECEIVED 9086
 DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER
 DATED THIS 25th DAY OF APRIL 1923
 WAYNE L. LUCKEY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances therunto 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, for \$ 2625.65 and payable in installments of \$ 85.00 each including interest on the
 unpaid balance first payment due Apr. 23, 1923, and one each succeeding month thereafter
 until paid in full.

made to R. M. & Dencie E. Darnell
Tulsa

or order, payable at eight per cent interest per annum, payable semi-annually and signed by
Gabriel Cartier

Said first part Y hereby covenants that he is owner in fee simple
 of said premises and that they are free and clear of all incumbrances EXCEPT a first mortgage to Exchange Trust Co.

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 Y agrees to insure the buildings on said
 premises in the sum of \$ 2625.65 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part Y
 agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y further expressly agrees 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 \$ 262.50 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 Y shall pay or cause to be paid to said second part ies 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 eight 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 Y waives 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 Y of the first part has hereunto set his hand the day and year first above written.

Gabriel Cartier

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That he of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of 2625.65 DOLLARS
 to ies in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
ies 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 his hand this 25th day of
April, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Joe W. McKee

on this 16th day of April, 1923, personally appeared Gabriel Cartier within and foregoing

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 Feb. 6th, 1926. (Seal)

Joe W. McKee,

Notary Public.