

NO. 229195 C.M.J.

MORTGAGE RECORD NO. 408

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

2nd

This instrument was filed for record on the 2nd day of May 1923 at 8:30 o'clock A. M.,

and duly recorded in Book 408 on page 407

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk,

By,

Deputy.

THIS INDENTURE, Made this 26th day of April, A. D. 1923, between G. F. McDaniel (a single man)

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

WITNESSETH, That said part of the first part, in consideration of the sum of Seven Hundred Fifty and No/100 Dollars, the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 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 Three (3) and Four (4) in Block Forty (40) West Tulsa, Oklahoma, now an addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$14 and issued Receipt No. 9237 therefor in payment of mortgage tax on the within mortgage. Dated this 3 day of May 1923 WAYNE L. LUCKY, County Treasurer

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 Twelve promissory notes of even date herewith. One for \$40.00 due May 26, 1923, and Ten notes for \$40.00 due one each month commencing with June 26, 1923 and one note for \$310.00 due April 26, 1924, 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

G. F. McDaniel

Said first part hereby covenant, that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances.

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 agrees to insure the buildings on said premises in the sum of \$750.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 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 mortgagee will pay to the said mortgagee Seventy Five 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 shall pay or cause to be paid to said second part 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, 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 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 of the first part has hereunto set his hand the day and year first above written.

G. F. McDaniel

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 has hereunto set his hand this day of 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, F. A. Singler, a Notary Public in and for said County and State on this 26th day of April, 1923, personally appeared G. F. McDaniel 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 Oct. 13, 1926, 1923 (Seal)

F. A. Singler,

Notary Public.