

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 2 day of May 1923 at 11:00 o'clock A. M.,

and duly recorded in Book 408 on page 409

TO

Fees \$

O. C. Weaver,

(Seal)

Brady Brown,

County Clerk.

Deputy.

THIS INDENTURE, Made this 1st day of May, A. D. 1923, between

F. B. Dillard and his wife Mamie H. Dillard

of Tulsa County, in the State of Oklahoma, part 198 of the first part, and

Central National Bank of Tulsa, Oklahoma

of part 140 of the second part:

WITNESSETH, That said part 198 of the first part, in consideration of the sum of Ten Thousand (10000) No/100 Dollars, successors

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part its heirs

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lots Fifteen (15), Sixteen (16) Seventeen (17) and Eighteen (18) in Block Thirteen (13) Berry Addition to the city of Tulsa, Okla. and the West Half of the North ten feet of Lot Eight (8) and the West Half of the South Forty (40) feet of Lot Seven (7) in Block Four (4) North Tulsa Addition to the city of Tulsa, Okla. according to the original plat thereof.

I hereby certify that I received \$200.00 from F. B. Dillard and Mamie H. Dillard on May 31, 1923, for the payment of mortgage tax on the within mortgage.

Witness my hand and seal this 2 day of May, 1923

WAYNE L. DICKEY, 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 one promissory note of even date herewith. One for \$10000.00 due August 1st, 1923, 192

made to Central National Bank of Tulsa, Okla.

or order, payable at said bank

with 8 per cent interest per annum, payable semi-annually and signed by

F. B. Dillard

Said first part 198 hereby covenant that F. B. Dillard 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 198 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 198 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 a reasonable

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 198 shall pay or cause to be paid to said second part Y, its successors, 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 198 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 198 of the first part ha hereunto set their hand and seal the day and year first above written.

F. B. Dillard

Mamie H. Dillard

## 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

192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Winnifred McMichael

on this 1st day of May, 1923, personally appeared

F. B. Dillard and Mamie H. Dillard, his wife 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 official hand and seal the day and year above set forth.

My commission expires Sept. 22, 1924 (Seal)

Winnifred McMichael

Notary Public.