

COMPARED

NO. 229323 C.M.J.

MORTGAGE RECORD NO. 408

411

BLACK PRINTING CO. - TULSA

<p>FROM _____</p> <p>TO _____</p>	<p>STATE OF OKLAHOMA, Tulsa County, ss.</p> <p>This instrument was filed for record on the <u>2</u> day of <u>May</u> 192<u>3</u>, at <u>4:30</u> o'clock <u>P.</u> M.</p> <p>and duly recorded in Book <u>408</u> on page <u>411</u></p> <p>Fees \$ _____</p> <p><u>O. G. Weaver,</u> (Seal) _____ County Clerk. By <u>Brady Brown,</u> _____ Deputy.</p>
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THIS INDENTURE, Made this 2nd day of May A. D. 1923, between _____
R. E. Holcomb and M. G. Holcomb, his wife
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and
Roxie Green
of Clinton, Missouri part Y of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of _____
Two thousand two hundred & No. 100 Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part her heirs
and assigns, all the following described real estate situated in _____ Tulsa County and State of
Oklahoma, to-wit:

Lot No. twenty-six (26) in Block One (1) of the Kraatz-Gerlach Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$ 88 and used
Receipt No. 9282 in payment of mortgage
on the within mortgage
Dated this 3 day of May 1923
O. G.

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 _____ ten (10) _____ promissory note _____ of even date herewith. One for \$ 225.00 due August 3, 1923 and eight (8) notes for the sums due _____, 1923
each three months thereafter and note No. 10 for \$175.00 due Nov. 3, 1925
made to Roxie Green

or order, payable at Security National Bank, Tulsa, Oklahoma
Eight per cent interest per annum, payable quarter annually
with R. E. Holcomb and M. G. Holcomb and signed by _____

Said first part ies hereby covenant that they are owner S in fee simple
of said premises and that they are free and clear of all incumbrances except a mortgage to Exchange Trust Company,
for thirty-five Hundred dollars (\$3500.00)
That they have _____ good right and authority to convey and encumber the same, and

The Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said premises in the sum of \$ 6000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 \$10.00 and 10% of balance due 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 ies shall pay or cause to be paid to said second part her 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% (10 percent) 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 ies waive notice of plection to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.
IN WITNESS WHEREOF, said part ies of the first part have hereunto set their hand S the day and year first above written.

R. E. Holcomb
M. G. Holcomb

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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, Fred W. Steiner a Notary Public in and for said County and State
on this 3 day of May, 1923, personally appeared _____
R. E. Holcomb and M. G. Holcomb, 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 hand and notarial seal on the day and date last above written.
WITNESS my official hand and seal the day and year above set forth.
My commission expires March 20, 1927. (Seal) Fred W. Steiner, Notary Public.