

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.50 and issued  
Receipt No. 226 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 3 day of May 1925  
WAYNE L. DICKEY, County Treasurer

Deputy

## STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 3 day of  
May 1925 at 11:30 o'clock A. M.,  
and duly recorded in Book 408 on page 414

Fees \$.

O. G. Weaver,

(Seal)

County Clerk.

By

Brady Brown,

Deputy.

THIS INDENTURE, Made this 3rd day of May, A. D. 1925, between

Claude Smith and Mary E. Smith, his wife

of Tulsa County, in the State of Oklahoma, part 108 of the first part, and

Fred W. Insull

of Tulsa, Oklahoma, part V of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

One Thousand Four Hundred (1,400.00)

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

The South-Half (S<sup>1</sup>) of Lots Fifteen (15), Sixteen (16), Seventeen  
(17), and Eighteen (18), Block Eleven (11), Overlook Park Addition  
to the City of Tulsa, Oklahoma, according to the amended plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-  
taining forever.

This conveyance is intended as a mortgage to secure the payment of five promissory note S of even date here-  
with. One for \$ 300.00 due NOV. 3, 1923, one for \$ 300.00 due May 3, 1924, and one for 1,200.00  
due September 3, 1925, (it being agreed however, that the above named principal  
together with interest, may be paid on any interest date),  
made to

Fred W. Insull

or order, payable at Tulsa, Oklahoma

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

Claude Smith and Mary E. Smith

Said first part 108 hereby covenant that they are the owner S 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  
that he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said  
premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 150.00 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 108 shall pay or cause to be paid to said second part his heirs or assigns said  
sum 1400.00 of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S  
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 S 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 S 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 108 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 108 of the first part ha ve hereunto set their hand S the day and year first above written.

Claude Smith

Mary E. Smith

## 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, E. E. Ehret a Notary Public in and for said County and State  
on this 3rd day of May, 1925, personally appeared  
Claude Smith and Mary E. Smith, his wife, to me known to be the identical person S who executed the above  
instrument and acknowledged to me that h. ay 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 July 31, 1926 (Seal)

E. E. Ehret,

Notary Public.

Due May 3, 1925 and are \$200.00 May 3, 1925