

NO. 230007

O.M.J.

## MORTGAGE RECORD NO. 408

TREASURER OF OKLAHOMA  
I hereby certify that I received \$40 and issued  
Receipt No. 2788 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 8 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

#213348.  
State of Oklahoma, } FROM  
Tulsa County. } ss.

This instrument was filed for record on the 8  
day of Nov. 1922, at 4:50 o'clock P.M. and  
duly recorded in Book 408, on Page 50.

(Seal) O. G. Lawson, County Clerk  
By P. Delman, Deputy.

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 9 day of

May 1923 at 2:20 o'clock P.M.

and duly recorded in Book 408 on page 436

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By Deputy.

THIS INDENTURE, Made this Sixth day of NOV. A.D. 1922, between

Floyd L. Smith and Gertie V. Smith, husband and wife

of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part, and

Neill T. Masterson

of Houston, Texas, part 2nd of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Two-Thousand and no/100 (\$2,000.00)

Dollars,

the receipt of which is hereby acknowledged, do ss. by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit: All the Westerly Fifty (50) feet of the Southerly Fifty (50) feet of lot  
Three (3) Block One-Hundred-Ninety-Seven (197) Original Town of Tulsa, Okla. according to  
the official plat thereof. This mortgage is given subject to a first mortgage of record  
dated Dec. 3rd, 1919, for the sum of \$2000.00 to the Midland Savings & Loan Ass'n, payable  
in monthly installments all of which installments have been paid to date, said mortgage is  
recorded in Book 201, page 742 of the register of deeds records for Tulsa Co. Okla.

#1.  
State of Oklahoma, Tulsa County, ss.

Before me Edna E. Leslie a Notary Public in and for said County and State on this 6th day  
of November 1922, personally appeared Floyd L. Smith & Gertie V. Smith, to me known to be  
the identical persons 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.

(Seal)

Edna E. Leslie, Notary Public.

My commission expires February 1st, 1923.

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 Two (2) promissory note S. of even date here-  
with. One for \$500.00 due Dec. 6th, 1922 one for \$1500.00 due on or before one 192  
year from date.

made to Neill T. Masterson

or order, payable at First National Bank Houston, Tex.

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

Floyd L. Smith and Gertie V. Smith his wife

Said first part 1st hereby covenant that they are owner in fee simple  
of said premises and that they are free and clear of all incumbrances except as above stated

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 1st agrees to insure the buildings on said  
premises in the sum of \$2,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st  
agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 Two Hundred (\$200.00) 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 1st shall pay or cause to be paid to said second part 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 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 may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of ten 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 1st waives S. 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 1st of the first part has hereunto set their hand the day and year first above written.

Floyd L. Smith

Gertie V. Smith

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Neill T. Masterson of Houston, Texas, Harrison Texas  
named mortgagee in consideration of the sum of Two thousand and no/100 DOLLARS.  
to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto  
C. K. Leslie

his 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, without recourse.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set my hand this 5th  
day of May 1923.

Neill T. Masterson

STATE OF OKLAHOMA, County of Cameron, ss.

Before me the undersigned authority, a Notary Public in and for said County and State  
on this 5th day of May 1923, personally appeared Neill T. Masterson,

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 hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal this day and year above set forth.

My commission expires 1923

L. M. Hill Jr.

Notary Public.

(No Exp. Com. given)

(Seal)

in and for Cameron County, Texas.

#1.