

BLACK PRINTING CO. - TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 8th day of  
Nov. 1922 at 11:30 o'clock A.M.,  
and duly recorded in Book 408 on page 44.  
Fees \$ \_\_\_\_\_

O. D. Lawson,  
(Seal) County Clerk.  
By F. Delman, Deputy.

THIS INDENTURE, Made this 30th day of October, A.D. 1922, between  
F. A. Haver and Maud R. Haver, husband and wife  
of Tulsa County, in the State of Oklahoma, part 1es of the first part, and  
Jas. B. Bragassa  
of Tulsa, Tulsa County Oklahoma, part V of the second part:  
WITNESSETH, That said part 1es of the first part, in consideration of the sum of  
Six Thousand 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 City of Tulsa Tulsa County and State of  
Oklahoma, to-wit:

The South Fifty (50) feet of Lot Five (5) in  
in Block One Hundred Forty-five (145), according  
to the plat of the original Townsite of the  
City of Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I certify that I received \$ 360 and issued  
No. 5941 therefor in payment of mortgage  
on the within mortgage.  
Dated this 5th day of Nov 1922  
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 apper-  
taining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date here-  
with. One for \$6000.00 due October 30th, 1925 signed by F. A. Haver and Maud R. Haver  
made to Jas. B. Bragassa

or order, payable at his office  
with eight per cent interest per annum, payable semi-annually and signed by on April 30th and October 30th in  
each year until due according to 6 interest coupon notes attached

Said first part 1es hereby covenant that they are the owner. 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  
the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said  
premises in the sum of \$2500.00 for the benefit of the mortgagees and maintain such insurance during the existence of this mortgage. Said first part 1es  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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 ten per cent on all sums due and unpaid 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 1es shall pay or cause to be paid to said second part his 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  
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 1es waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws and all  
homestead rights whereof, and said part 1es of the first part have hereunto set their hand and seal the day and year first above written.

F. A. Haver

Maud R. Haver

## 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  
\_\_\_\_\_, 1922.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned \_\_\_\_\_ a Notary Public in and for said County and State  
on this 30th day of October, 1922, personally appeared F. A. Haver and Maud R. Haver, husband and  
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 May 6, 1924. (Seal)

Grilla Belle Roby,

Notary Public.