

BLACK PRINTING CO. - TULSA
 I hereby certify that I received FROM \$ 24 and loaned
 Receipt No. 2435 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of May TO 1923
 WAYNE L. DICKET, County Treasurer
 W.L.D.

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 11 day of
 May 1923 at 11:35 o'clock A. M.
 and duly recorded in Book 408 on page 440

Fees \$
 O. G. Weaver,
 (Seal) County Clerk.
 By, Brady Brown, Deputy.

THIS INDENTURE, Made this Twenty Eight day of April, A. D. 1923, between
 Charles Matlock and Margaret Matlock, his wife
 of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
 Oliver Conn
 of Tulsa County, in the State of Oklahoma, part V of the second part;
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of
 Six Hundred Twenty Five and No/100 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 East Sixty (60) feet of Tract Number Twenty Four (24) in Lot Six (6) of the
 Billington's Acre Tracts in Tulsa County, Oklahoma, according to the recorded plat and
 survey thereof.
 This mortgage is subject to and inferior to one other Mortgage Dated Sept. 1st, 1922 in
 favor of United Savings and Loan Assn. for the consideration of \$1000.00.

State of Oklahoma, Tulsa County, ss.
 Before me Loran Chester Truelove, a Notary Public in and for said County and State, on
 this 28th day of April 1923 personally appeared Charles Matlock and Margaret Matlock, his
 wife to me known to be the identical persons who executed the within and foregoing instru-
 ment, 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 Feb. 10th, 1927. (Seal) Loran Chester Truelove, Notary Public.

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 promissory note, S of even date here-
 with. One for \$ 600.00 due April 28th, 1925 Twenty Five Dollars of which is to be paid
 on twenty eight of each following month until balance is paid, also a final note for
 Twenty Five and No/100 Dollars due April 28th, 1925.

Oliver Conn
 or order, payable at Exchange Natl. Bank
 with Eight per cent interest per annum, payable semi-annually and signed by
 Charles Matlock and Margaret Matlock, his wife

Said first part 108 hereby covenant that they are owner S in fee simple
 of said premises and that they are free and clear of all incumbrances Except as above noted.

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 108 agree to insure the buildings on said
 premises in the sum of \$2000.00 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 Sixty two and 50/100 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 V his heirs or assigns said
 sum \$625.00 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 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 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 hereunto set their hand S the day and year first above written.

Charles Matlock
 Margaret Matlock

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Oliver Conn of Tulsa Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations
 to him in hand paid, the receipt whereof is hereby acknowledged, do S hereby sell, assign, transfer, set out and convey unto
 Fidelity Investment Company
 his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note S 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 S hereunto set his hand this 10th day of
 May 1923 Oliver Conn,

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned a Notary Public in and for said County and State
 on this 10th day of May 1923, personally appeared
 Oliver Conn, to me known to be the identical person who executed the above
 instrument and acknowledged to me that h S executed the same as h 108 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 January 16th, 1927. (Seal) Beulah McAllister,
 #1. Notary Public.