

COMPARE

NO. 230991 C.M.J.

MORTGAGE RECORD NO. 408

451

BLACK PRINTING CO. TULSA

FROM  
TO  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 19 day of May 1923 at 9:30 o'clock A.M., and duly recorded in Book 408 on page 451.  
Fees \$  
O. C. Weaver,  
(Seal) County Clerk.  
By, Brady Brown, Deputy.

THIS INDENTURE, Made this fourth day of May A.D. 1923, between  
Z. R. Hall and Leona B. Hall, his wife  
of Tulsa, Oklahoma, Tulsa County, in the State of Oklahoma, part 188 of the first part, and  
R. C. Culter  
of Tulsa, Oklahoma, part V of the second part;  
WITNESSETH, That said part 188 of the first part, in consideration of the sum of One Thousand Seventy Seven 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, Oklahoma, Tulsa County and State of Oklahoma, to-wit:

Lots eleven (11) and twelve (12) Block two (2) in  
Abdo Addition to the city of Tulsa, Oklahoma.

I hereby certify that I received \$22 and issued receipt No. 9694 therefor in payment of mortgage tax on the within mortgage.  
Dated this 21 day of May 1923  
WAYNE L. DICKEY, County Treasurer  
a.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 five promissory note B. of even date herewith. One for \$100.00 due June 4th, 1923; One for \$100.00 due July 4th, 1923; One for \$100.00 due August 4th, 1923; One for \$388.50 due August 4th, 1924; One for \$388.50 due February 4th, 1924 and one for \$388.50 due August 4th, 1924 made to

R. C. Culter  
Tulsa, Oklahoma  
or order, payable at  
with eight (8) per cent interest per annum, payable semi-annually and signed by  
Z. R. Hall and Leona B. Hall

Said first part 188 hereby covenant that they are owner S. in fee simple of said premises and that they are free and clear of all incumbrances except one mortgage for \$3500.00 and one for \$2160.00

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 188 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 188 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 188 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 mortgagee will pay to the said mortgagee ten per cent of One thousand and seventy seven 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 188 shall pay or cause to be paid to said second part V heirs or assigns said sum 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 may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (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 188 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 188 of the first part ha VB hereunto set their hands the day and year first above written.

Z. R. Hall  
Leona B. Hall

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, M. G. Beimfohr, a Notary Public in and for said County and State  
on this 12th day of May 1923, personally appeared  
Z. R. Hall and Leona B. Hall 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 hand and notarial seal on the day and date last above written.  
WITNESS my official hand and notary seal and give to above named death  
My commission expires April 14th, 1927. (Seal) M. G. Beimfohr, Notary Public.