

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 24 day of May 1923, at 3:00 o'clock P. M., and duly recorded in Book 408 on page 456.  
Fees \$ \_\_\_\_\_  
O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk.  
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 24th day of May A. D. 1923, between  
J. E. Duffy and Grace Duffy, his wife,  
of Tulsa, Tulsa County, in the State of Oklahoma, part ies of the first part, and  
Lillie B. Watson, a single woman, and Nancy J. Spears, a widow,  
of Tulsa, Tulsa County, Okla. part ies of the second part:  
WITNESSETH, That said part ies of the first part, in consideration of the sum of  
Twenty-five Thousand (\$25,000.00) 00/100 Dollars,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies of the second part their heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

The Northerly forty feet (40) of Lot 6, and the Southerly ten feet (10) of Lot 7, in Block 182 in the original town (now city) of Tulsa, Tulsa County, Oklahoma. Said lot having a frontage of fifty (50) feet on Boston Avenue in said city. This is a purchase money mortgage given to secure the unpaid purchase price of said lands above described.

I hereby certify that I received \$2,226 and issued Receipt No. 4678 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of May 1923  
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 appertaining forever.

This conveyance is intended as a mortgage to secure the payment of three promissory note S. of even date here with. One for \$8,333.35 due May 24th, 1924; One for \$8,333.35 due May 24, 1925. one  
All of said notes being made payable on or before said due dates above mentioned.  
made to Lillie B. Watson and Nancy J. Spears

or order, payable at Tulsa, Oklahoma  
with eight per cent interest per annum, payable semi-annually and signed by  
J. E. Duffy and Grace Duffy

Said first part ies 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 the y. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said premises in the sum of \$ \_\_\_\_\_ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 of the amount then due 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 ies shall pay or cause to be paid to said second part ies, their 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 eight 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 ies 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 ies of the first part hereunto set their hand S. the day and year first above written.

J. E. Duffy  
Grace Duffy

#### 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, \_\_\_\_\_, a Notary Public in and for said County and State on this 24th day of May 1923, personally appeared \_\_\_\_\_ within and foregoing  
J. E. Duffy and Grace Duffy, his wife, to me known to be the identical person S. who executed the above instrument and acknowledged to me that it is executed the same as the 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 April 19, 1927. (Seal)

T. S. Cox,

Notary Public.

for \$8,333.35 due May 24, 1926