

COMPARED

NO. 231589 C.M.J.

MORTGAGE RECORD NO. 408

461

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 25

May 1923, at 3:20 o'clock P. M.

and duly recorded in Book 408 on page 461

TO

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By,

Deputy.

THIS INDENTURE, Made this 24th day of May A. D. 1923, between

Keith T. Stackhouse

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

J. O. Campbell and J. W. Bozarth

of Tulsa, Oklahoma, part 1st of the second part:

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

Twenty-two Hundred Fifty and No/100ths (\$2250.00)

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

Lot Three (3) of Block Two (2) of Woody Crest Addition to the City of Tulsa, Oklahoma, according to the official plat thereof, approved by the City Planning Commission, and duly recorded in the office of the County Clerk of Tulsa County, Oklahoma,

Received of the County Clerk of Tulsa County, Oklahoma, the sum of \$2250.00 and issued to the said part 1st of the second part a mortgage of \$2250.00.

Dated this 26th day of May 1923

W. L. LEEBY, County Treasurer

P. S. B.

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 Four promissory note. So of even date here with. One for \$562.50 due 6 months after date; One note for \$562.50 due one year after date; and one note for \$562.50 due one year and six months after date; and one note for \$562.50 due two years after date made to

J. O. Campbell and J. W. Bozarth

or order, payable at Exchange Nat. Bank, Tulsa, Okla. with

with 8 per cent interest per annum, payable semi-annually and signed by

Keith T. Stackhouse

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

That they have

good right and authority to convey and encumber the same, and the will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$1000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree 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 \$10.00 and ten per cent of amount due as 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 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 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 1st of the first part have hereunto set their hand the day and year first above written.

Keith T. Stackhouse

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

1923

STATE OF OKLAHOMA, Oklahoma County, ss.

Before me, a Notary Public in and for said County and State

on this 24th day of May 1923, personally appeared

Keith T. Stackhouse, 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 official hand and seal the day and year above set forth.

My commission expires August 9th, 1926. (Seal)

Mildred Goodson,

Notary Public.