

COMPARED

NO. 231685 C.M.J.

MORTGAGE RECORD NO. 408

471

Whereby certify that I received \$180 and FROM
 Receipt No. 9739 for the payment of mortgage
 tax on the within property.

Dated this 26 day of May 1923

WAYNE L. LICKLEY, County Treasurer TO

Deputy

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 26 day of
 May 1923 at 11:35 o'clock A.M.
 and duly recorded in Book 408 on page 471.

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By

Deputy.

THIS INDENTURE, Made this 26th day of May A. D. 1923, between
 Max W. Campbell and Tookah Stansberry Campbell, his wife and R. W. McDowell, and Mary
 C. McDowell, his wife
 of Tulsa County, in the State of Oklahoma, part 1st of the first part, and
 Peter Cope White and Daniel W. White
 of Tulsa, Oklahoma part 1st of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
 Three Thousand 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: West 54 Feet of Lot 1, in Block Four (4), in Weaver Addition to the city of
 Tulsa; And the West 54 feet of Lot One (1) in Block Two (2), in Edgewood Place Addition
 to the city of Tulsa,

State of Oklahoma, Tulsa County, ss.

Before me Marie Laffoon, a Notary Public in and for said County and State, on this
 26th day of May 1923, personally appeared R. W. McDowell and Mary C. McDowell, 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 August 19, 1924. (Seal)

Marie Laffoon, 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 One promissory note of even date here-
 with. One for \$3000.00 due May 26th, 1926 and six coupon interest notes thereto 192
 attached, each in the sum of \$120.00 the first of which is due and payable six months
 from date hereof and one due each six months thereafter.

made to Peter Cope White and Daniel W. White

or order, payable at their office

with 8 per cent interest per annum, payable semi-annually and signed by Max W. Campbell and Tookah Stans-
 berry Campbell, his wife and R. W. McDowell and Mary C. McDowell, his wife.

Said first part 1st 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 1st agree to insure the buildings on said
 premises in the sum of \$3000.00 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 Three Hundred 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 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 mortgage may effect such insurance or pay such taxes and assessments and shall
 be allowed interest thereon at the rate of 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 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 S the day and year first above written.

R. W. McDowell

Max W. Campbell

Mary C. McDowell

Tookah Stansberry Campbell

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me the undersigned a Notary Public in and for said County and State
 on this 26th day of May 1923, personally appeared
 Max W. Campbell & Tookah Stansberry Campbell, his wife
 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.

My commission expires 10-6-26 1923 (Seal)

B. French,

Notary Public.