

BLACK PRINTING CO. TULSA

FROM \_\_\_\_\_  
TO \_\_\_\_\_  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 28 day of May 1923, at 10:30 o'clock A.M.  
and duly recorded in Book 408 on page 472  
Fees \$ \_\_\_\_\_  
O. G. Weaver  
(Seal) County Clerk.  
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 24th day of May A.D. 1923, between  
Frank Mackey and Lizzie Mackey, his wife  
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
Carrie Cox and Jno. W. Cox  
of Tulsa part 1st of the second part:  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Four Hundred Seventy Five and No/100 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  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

All of lot Five (5) in Block Four (4) in Clinton Addition to the  
City of Tulsa, Tulsa County, Oklahoma, according to the recorded  
plat thereof.

Subject to a prior mortgage of \$675.00 in favor of Lizzie Richards  
of which a balance of \$525.00 remains unpaid. Mortgage dated February  
17, 1922.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto 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 \$ Four Hundred Seventy five Dollars (\$475.00) dated May 24, 1923, payable, 192  
in monthly payments of \$25.00 the first payment to be made February 17, 1925.  
made to Carrie Cox and Jno. W. Cox

or order, payable at West Tulsa  
with 8 per cent interest per annum, payable semi-annually and signed by  
Frank Mackey and

Said first part 1st hereby covenant that they owner S. in fee simple  
of said premises and that they are free and clear of all incumbrances except as above stated

That they have good right and authority to convey and encumber the same, and  
he 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 \$ 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 Forty seven 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 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 mortgagee may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of 8 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 ha. Ve. hereunto set the 11 hand S. the day and year first above written.

Frank Mackey  
Lizzie Mackey

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, Tulsa County, ss.  
Before me, F. A. Singler, a Notary Public in and for said County and State  
on this 24th day of May 1923, personally appeared Frank Mackey and Lizzie Mackey  
to me known to be the identical person S. 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 official hand and seal the day and year above set forth.  
My commission expires Oct. 13, 1926, 192 (Seal)

F. A. Singler,

Notary Public.