

BLACK-PRINTING CO., TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 8th day of Nov., 1922, at 4:20 o'clock P.M.,  
and duly recorded in Book 408 on page 48.  
Fees \$ \_\_\_\_\_  
(Seal) O. D. Lawson, County Clerk.  
By F. Delman, Deputy.

THIS INDENTURE, Made this 6th day of November, A. D. 1922, between  
James L. Heath  
of Tulsa County, in the State of Oklahoma, part V of the first part, and  
Emma Chamberlain  
of Tulsa part V of the second part:  
WITNESSETH, That said part V of the first part, in consideration of the sum of Three Hundred (\$300) 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 her heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

TREASURER'S ENDORSEMENT  
I certify that I received \$ 300 and issued to the city of Tulsa, Tulsa County, Oklahoma, according  
to 5916 therefor in payment of mortgage to the recorded plat thereof.  
Dated this 8 day of Nov, 1922  
WAYNE L. DICKEY, County Treasurer  
11.15

The above property does not constitute and is not  
occupied by me as my homestead.

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 (1) promissory note of even date here-  
with. One for \$ 300 due on or before four months after November 6th, 1922.  
made to Emma Chamberlain

or order, payable at Tulsa  
with 8 per cent interest per annum, payable semi-annually and signed by James L. Heath

Said first part hereby covenant that he is the owner in fee simple  
of said premises and that they are free and clear of all incumbrances except first mortgage to Home Building & Loan  
Association for \$9000 and second mortgage to Terrace Drive Co. for \$3000

That he has 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 V agree S to insure the buildings on said  
premises for the sum of \$ 300 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S 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 Fifty (\$50) 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 V shall pay or cause to be paid to said second part V her 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 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 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 V waive S notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisement laws.  
IN WITNESS WHEREOF, said part V of the first part ha S hereunto set his hand the day and year first above written.

James L. Heath

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  
\_\_\_\_\_, 1922.

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Walter P. Bauer, a Notary Public in and for said County and State  
on this 6th day of November, 1922, personally appeared James L. Heath  
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 5/10/23, 1922 (Seal) Walter P. Bauer, Notary Public.