

BLACK PRINTING CO., TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 6 day of June 1923 at 3:00 o'clock P. M.,  
and duly recorded in Book 408 on page 486  
Fees \$ \_\_\_\_\_  
O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk.  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 2nd day of June A. D. 1923, between \_\_\_\_\_  
D. D. Smith and Orpha A. Smith, his wife,  
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
Mabel Alice Perry  
of Tulsa part 1st of the second part:  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of \_\_\_\_\_ Dollars,  
Nineteen Hundred Fifty and 00/100  
the receipt of which is hereby acknowledged, do \_\_\_\_\_ by these presents grant, bargain, sell and convey unto said part 1st of the second part her heirs  
and assigns, all the following described real estate situated in \_\_\_\_\_ County and State of  
Oklahoma, to-wit:

Lots Nineteen and Twenty (19 & 20); Block One (1); Perry's  
Subdivision of the North Half (N $\frac{1}{2}$ ) of the Northeast Quarter  
(N.E. $\frac{1}{4}$ ) of Section thirty-one (31) Township Nineteen North  
(19-N) Range Thirteen East (13-E) according to the recorded  
plat thereof.

TREASURER'S RECEIPT  
I hereby certify that I received \$ 119 and issued  
Receipt No. 9125 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 7 day of June 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 apper-  
taining forever. Deputy

This conveyance is intended as a mortgage to secure the payment of Six promissory note S of even date here-  
with. One for \$ 325.00 due Dec. 2, 1923. One for same amount each six months thereafter  
until full amount is paid.  
made to Mabel Alice Perry

or order, payable at maturity  
with 8 per cent interest per annum, payable semi-annually and signed by  
D. D. Smith and Orpha A. Smith

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 Y 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 Y  
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 10 per cent of the unpaid balance 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 heirs or assigns said  
sum S 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 S 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 Y 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 ha Y hereunto set their hand S the day and year first above written.

D. D. Smith  
Orpha A. Smith

## 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, B. H. Johnston, a Notary Public in and for said County and State  
on this 2nd day of June 1923, personally appeared \_\_\_\_\_ within and foregoing \_\_\_\_\_  
D. D. Smith and Orpha A. Smith, his wife, to me known to be the identical person who executed the above/  
instrument and acknowledged to me that they executed the same as th 912 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 June 24 1925. (Seal)

B. H. Johnston,  
Notary Public.