

BLACK PRINTING CO. TULSA

TREASURER'S ENDORSEMENT
I certify that I received \$2000.00 and issued
No. 5988 therefor in payment of mortgage
on the within mortgage.
Dated this 8 day of Nov 1922
WAYNE L. DICKEY, County Treasurer

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 8th day of
Nov. 1922, at 4:50 o'clock P. M.,
and duly recorded in Book 408 on page 50
Fees \$

O. D. Lawson,
(Seal) F. Delman, County Clerk.
By Deputy.

THIS INDENTURE, Made this Sixth day of Nov. A. D. 1922, between
Floyd L. Smith and Gertie V. Smith husband and wife
of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part, and
Neill T. Masterson
of Houston, Texas, part V of the second part:
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Two Thousand and no/100 (\$2000.00) 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 his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

All the Westerly Fifty (50) feet of the Southerly Fifty (50)
feet of Lot Three (3) Block One-hundred-Ninety-seven (197)
Original town of Tulsa, Okla. according to the official Plat
thereof.

This mortgage is given subject to a first mortgage of record dated Dec. 3rd,
1919, for the sum of \$2000.00 to the Midland Savings & Loan Ass'n. payable in
monthly installments all of which installments have been paid to date, said
mortgage is recorded in Book 201, page 742 of the register of deeds records for
Tulsa Co. Okla.

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 Two (2) promissory note of even date here-
with. One for \$500.00 due Dec. 6th, 1922 one for \$1500.00 due on or before one 192
year from date
made to Neill T. Masterson

or order, payable at First National Bank Houston, Tex.
with Six per cent interest per annum, payable semi-annually and signed by
Floyd L. Smith and Gertie V. Smith his wife
Said first part 1st hereby covenant that they are 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
I, he, Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree S to insure the buildings on said
premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 Two Hundred (\$200.00) 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 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 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 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 S hereunto set their hand S the day and year first above written.

Floyd L. Smith
Gertie V. 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
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Euna E. Leslie, a Notary Public in and for said County and State
on this 6th day of November 1922, personally appeared Floyd L. Smith & Gertie V. Smith
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 February 1st, 1923. (Seal) Euna E. Leslie, Notary Public.