

BLACK PRINTING CO. - TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss. \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_

June 1923 at 10:00 o'clock A. M.,

and duly recorded in Book 408 on page 505

Fees \$ \_\_\_\_\_

O. G. Weaver,

(Seal) \_\_\_\_\_ County Clerk.

By, Brady Brown, Deputy.

THIS INDENTURE, Made this 7th day of June A. D. 1923, between \_\_\_\_\_

Gwendolyn Eaton Rush and A. Wesley Rush, her husband

of Tulsa County, in the State of Oklahoma, part 108 of the first part, and

Leonard & Braniff, a corporation

of Tulsa part V of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of \_\_\_\_\_ Dollars,

Two Hundred Seventy Five and No/100

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part its heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

Lots Four (4) and Five (5) in Block One (1) in Lakeview

Addition to the city of Tulsa, Tulsa County, Oklahoma,

according to the Recorded plat thereof.

10016

June 12 1923

A. James

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 Six \_\_\_\_\_ promissory note, S. of even date here-

with. One for \$45.83 due July 7th, 1923, one for \$45.83 Aug. 7th, 1923, one for \$45.83 - 192

Sept. 7th, 1923, One for \$45.83 Oct. 7th, 1923, one for \$45.83 Nov. 7th, 1923, One for \$45.83

Dec. 7th, 1923 made to Leonard & Braniff

or order, payable at Tulsa

with seven \_\_\_\_\_ per cent interest per annum, payable semi-annually and signed by

Gwendolyn Eaton Rush and A. Wesley Rush, her husband

Said first part 108 hereby covenant that they are \_\_\_\_\_ owner. S in fee simple

of said premises and that they are free and clear of all incumbrances

except mortgage to Leonard & Braniff dated May 17th for \$5500.00

That they have \_\_\_\_\_ good right and authority to convey and encumber the same, and

that he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said

premises in the sum of \$275.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108

agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Fifty and No/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 108 shall pay or cause to be paid to said second part V its 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 \_\_\_\_\_ 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 108 waive 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 108 of the first part ha. V hereunto set \_\_\_\_\_ hand the day and year first above written.

Gwendolyn Eaton Rush

A. W. Rush

## 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, \_\_\_\_\_ a Notary Public in and for said County and State

on this 7th day of June, 1923, personally appeared \_\_\_\_\_ within and foregoing

Gwendolyn Eaton Rush and A. Wesley Rush, her husband 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 January 10, 1927. (Seal)

John M. Wilson

Notary Public.