

THE JOURNAL OF THE

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 14 day of June, 1928, at 1:30 o'clock P.M., and duly recorded in Book 408 on page 514

Fees \$

O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk.  
By Brady Brown, \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 13th day of June, A. D. 1923, between  
Mandy Robinson & G. R. Robinson  
of Tulsa County, in the State of Oklahoma, part ies of the first part, and  
Jesse Jones and K. W. Smiley  
of Tulsa, Oklahoma part ies of the second part:  
WITNESSETH, That said part ies of the first part, in consideration of the sum of (\$2046.00)  
Two thousand forty-six & No/100 Dollars,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies of the second part their heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

Lot ten (10) and lot eleven (11) in Block four (4) of the Gurley Hill Addition to the city of Tulsa as per the recorded plat thereof.

[illegible]

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$ 2046.00 due July 13, 1923 payable \$35.00 or more per month 192

made to Jesse Jones & K. W. Smiley

or order, payable at 211 N. Elgin

with 10 per cent interest per annum, payable semi-annually and signed by Mandy Robinson and G. R. Robinson

Said first party ies hereby covenant, that, they are the owner. in fee simple  
of said premises and that they are free and clear of all incumbrances. no exceptions

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agree to insure the buildings on said premises in the sum of \$ 5000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 198 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party 99 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.....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 100 shall pay or cause to be paid to said second part 100 their 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 mortgage 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 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 debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part hereby waives.....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.....les of the first part ha.....ve hereunto set.....their.....hand.....s, the day and year first above written.

Mandy Robinson  
G. R. Robinson

## 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....., 192.....

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, the undersigned, a Notary Public in and for said County and State  
on this 13th day of June, 1923, personally appeared Mandy Robinson and G. R. Robinson, her husband, within and foregoing  
to me known to be the identical persons 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 Dec. 31, 1926. (Seal)

Ira D. Crews.

Notary Public.