

PLAT OF THE CITY OF TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 18 day of June, 1923, at 1:00 o'clock P. M., and duly recorded in Book 408 on page 522

Fees \$ _____

(Seal) O. G. Weaver, County Clerk.

By Brady Brown, Deputy.

THIS INDENTURE, Made this 15th day of June, A. D. 1923, between _____

H. P. Dyer and Mary Kathleen Dyer, his wife,

of Tulsa County, in the State of Oklahoma, _____ part ies of the first part, and

of O. S. Mason _____ part _____ of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of _____ Dollars, One Thousand and 00/100

the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ of the second part his heirs and assigns, all the following described real estate situated in _____ Tulsa _____ County and State of Oklahoma, to-wit:

Lot Fourteen (14), Block One (1) Hi-Points Addition to the city of Tulsa, according to the recorded plat thereof.

This Mortgage subject to a first mortgage made to the Home Building and Loan Association, Tulsa, Okla. in the amount of \$1200.00

I hereby certify that I received \$ 10 and issued Receipt No. 1005 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 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 appertaining forever.

This conveyance is intended as a mortgage to secure the payment of _____ One _____ promissory note _____ of even date herewith. Note payable \$0.00 month with interest at the rate of 8% per annum payable semi-annually.

made to O. S. Mason

or order, payable at monthly

with 8 per cent interest per annum, payable semi-annually and signed by H. P. Dyer and Mary Kathleen Dyer

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 they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies 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 ies 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 his 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 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 _____ 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 ve hereunto set their hand S the day and year first above written.

H. P. Dyer
Mary Kathleen Dyer

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 15th day of June, 1923, personally appeared _____ within and foregoing _____ H. P. Dyer and Mary Kathleen Dyer, his wife _____ to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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 May 25, 1924. (Seal)

S. B. Griffith

Notary Public.