

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
 This instrument was filed for record on the 22 day of June 1923 at 9:00 o'clock A. M.,
 and duly recorded in Book 408 on page 536
 Fees \$ _____
U. G. Weaver,
 (Seal) _____ County Clerk,
 By Brady Brown, Deputy.

THIS INDENTURE, Made this 19th day of June A. D. 1923, between
W. R. Holway, and Frances H. Holway, his wife
 of Tulsa, in Tulsa County, in the State of Oklahoma, part 1st of the first part, and
C. H. Terwilliger
 of Tulsa, Oklahoma part V of the second part:
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$4,280.00)
Four Thousand, Two hundred and Eighty and no/100 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, Oklahoma in Tulsa County and State of
 Oklahoma, to-wit:

All of Lots Nine (9), Ten (10) and Eleven (11) in Block Three (3)
 in Terwilliger Heights, an Addition to Tulsa, Okla. according to
 the recorded plat thereof.

10215 126
 Dated this 22nd day of June 1923
WAYNE L. LICKLEY, County Treasurer
A. J. Deputy

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 one promissory note of even date here-
 with. One for \$4,280.00 due payable in four equal installments of \$1,070.00 each, due 1923
every six months, beginning December 1, 1923
 made to C. H. Terwilliger

or order, payable at Kennedy Bldg.
 with eight per cent interest per annum, payable semi-annually and signed by
W. R. Holway and Frances H. Holway, his wife
 Said first part 1st 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 V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said
 premises in the sum of \$4,280.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 Four Hundred and Twenty Five 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.

Said first part 1st shall pay or cause to be paid to said second part his heirs or assigns said
 sum of \$4,280.00 of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and
 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 eight 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 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 hereunto set their hand the day and year first above written.

W. R. Holway

Frances H. Holway

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, _____ hereunto set _____ hand, this _____ day of
 _____ 1923

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, M. W. Turner a Notary Public in and for said County and State
 on this 19th day of June 1923, personally appeared W. R. Holway and Frances H. Holway
W. R. Holway and Frances H. Holway 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 Feb. 1, 1927 (Seal) M. W. Turner, Notary Public.