

BLACK-PRINTING CO. TULSA

FROM  
TO  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 27 day of June 1923 at 11:55 o'clock A.M. and duly recorded in Book 408 on page 543  
Fees \$  
O. G. Weaver,  
(Seal) County Clerk.  
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 27th day of June A. D. 1923, between  
Vivien Harding Magruder and F. H. Magruder, her husband  
of Tulsa County, in the State of Oklahoma, part 198 of the first part, and  
Everest P. Goff  
of Tulsa County, Oklahoma part 7 of the second part:

WITNESSETH, That said part 198 of the first part, in consideration of the sum of  
Nine Thousand Dollars (\$9,000.00)  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Commencing at a point Sixteen Hundred and Fifty feet (1650) north of the Southwest corner of the Southwest quarter of Section Eighteen (18), Township Nineteen North (19-N) Range Thirteen East (13-E) Tulsa County, Oklahoma; thence East three Hundred feet (300); thence north Three Hundred and Thirty (330) feet; thence West three Hundred (300) feet; thence South Three Hundred and Thirty (330) feet to point of beginning, subject to roadways as now of record.  
Second party agreeing to give first party a partial release of mortgage on any part the above tract which he may sell, first party giving as a consideration for said release all cash received for tract so released.

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

This conveyance is intended as a mortgage to secure the payment of three promissory note, of even date herewith. One for \$3,000.00 due December 27th, 1923. one for \$3,000.00 due June 27th, 1924; and one for \$3,000.00 due December 27th, 1924 made to Everest P. Goff

or order, payable at maturity  
with Eight (8) per cent interest per annum, payable semi-annually and signed by Vivien Harding Magruder and F. H. Magruder

Said first part 198 hereby covenant that they are the owner 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 Y 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 \$ 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 part 198 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 ten percent of the unpaid balance 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 198 shall pay or cause to be paid to said second part 7 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 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 198 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 198 of the first part ha. Y. hereunto set their hand the day and year first above written.  
Vivien Harding Magruder  
F. H. Magruder

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, Alma J. Larson, a Notary Public in and for said County and State on this 27th day of June 1923, personally appeared Vivien Hardin Magruder and F. H. Magruder, her husband to me known to be the identical person, who executed the instrument and acknowledged to me that it was executed the same as a 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 Sept. 30th, 1926. (Seal) Alma J. Larson Notary Public.