

COMPARED

BEACON PRINTING CO. TULSA

TREASURER'S PROMISSORY NOTE  
 I hereby certify that I received \$1,800 and issued  
 Receipt No. 104-20 therefor in payment of mortgage  
 tax on the within mortgage. TO  
 Dated this 3 day of July 1923  
 W. W. Stuckey County Treasurer  
 R. B. Deputy

STATE OF OKLAHOMA, Tulsa County, ss.  
 This instrument was filed for record on the 3 day of  
 July 1923 at 1:20 o'clock P. M.,  
 and duly recorded in Book 408 on page 555  
 Fees \$  
 O. G. Weaver,  
 (Seal) County Clerk.  
 By Brady Brown Deputy.

THIS INDENTURE, Made this 30th day of June A. D. 1923, between  
 Adda M. Francis and R. D. Francis, her husband,  
 of Tulsa County, in the State of Oklahoma, part 108 of the first part, and  
 I. J. Buck  
 of Tulsa, Oklahoma part V of the second part;  
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of  
 Three Thousand 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 County and State of  
 Oklahoma, to-wit:

East Eighty (80) feet of Lot One (1) in Block Four (4) in Friend  
 Addition & City of Tulsa, according to the recorded plat thereof.

#1. STATE OF MISSOURI, County of Barry, ss.  
 Before me, the undersigned, a Notary Public in and for said County and State, on  
 this 2nd day of July 1923, personally appeared R. D. Francis husband of Adda M. Francis  
 to me known to be the identical person who executed the within and foregoing instrument  
 and acknowledged to me that he executed the same as his own free and voluntary act and  
 deed for the uses and purposes therein set forth.  
 Witness my hand and official seal the day and year last above written.  
 My commission expires Jan'y. 2nd, 1926. (Seal) L. F. Jones, Notary Public.

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 (1)  
 with One for \$3000.00 due June 30th, 1926 promissory note of even date here-  
 made to I. J. Buck

or order, payable at Exchange Trust Co.  
 with Eight (8) per cent interest per annum, payable semi-annually and signed by  
 Adda M. Francis and R. D. Francis

Said first part 108 hereby covenant that they are owner in fee simple  
 of said premises and that they are free and clear of all incumbrances except mortgage for \$12,000.00

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 108 agree to insure the buildings on said  
 premises in the sum of \$ for the benefit of the mortgage 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 REGULAR 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 Y 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 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 108 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 108 of the first part ha. YS hereunto set their hand & the day and year first above written.

Adda M. Francis  
 R. D. Francis

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  
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STATE OF OKLAHOMA, Tulsa County, ss.  
 Before me, the undersigned, a Notary Public in and for said County and State  
 on this 30th day of June 1923, personally appeared within and foregoing  
 Adda M. Francis to me known to be the identical person who executed the above  
 instrument and acknowledged to me that he executed the same as his own 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 11th 1923 (Seal) Maurice A. DeVinna,  
 #1. Notary Public.