

TREASURER'S ENDORSEMENT

Thereby certify that I received \$400 and issued
Receipt No. 10471 therefor in payment of mortgage

on the within mortgage to
C. B. Shuler and Isaac Shuler, her husband

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 5 day of
July 1923 at 4:20 o'clock P.M.,
and duly recorded in Book 408 on page 559

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

By Deputy.

THIS INDENTURE, Made this 2nd day of February, A. D. 1923, between
C. B. Shuler and Isaac Shuler, her husband
of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
C. W. Benedict
of Tulsa, Oklahoma, part V of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Two Thousand and No/100

Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part, his heirs
and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit: A part of Lot Three (3), in Block One Hundred Ten (110), of the original
town, now city of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof,
more particularly described as follows, to-wit: Commencing at the Northeasterly corner
of said Lot Three (3), running thence Westerly along the Northerly lot line of said lot
a distance of Seventy (70) feet; running thence Southerly and at right angles to said
Northerly lot line a distance of One Hundred (100) feet to the Southerly lot line of
said lot; running thence Easterly along the Southerly lot line of said lot a distance of
Forty-five (45) feet; running thence Northerly and at right angles to the Southerly lot
line of said lot three (3) a distance of Sixty (60) feet; running thence Easterly and
parallel to the said Southerly and Northerly lot lines of said lot three (3) a distance
of Twenty-five (25) feet; running thence Northerly along the Easterly lot line a distance
of Forty (40) feet to place of beginning.
This mortgage subject to a first mortgage of \$20,000.00, payable to Sallie Morrison,
Guardian of Duffey Morrison,
Also subject to a second mortgage, for \$25,000.00, in favor of W.S. Bailly.

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 Four (4) promissory note, \$ of even date here-
with. One for \$500.00 due November 1, 1923. One note for \$500.00 due February 1, 1924,
1924, and one note for \$500.00 due May 1, 1924, and one note for \$500.00 due August
1, 1924:
made to C. W. Benedict

or order, payable at Tulsa, Oklahoma after maturity
with 10 per cent interest per annum, payable semi-annually and signed by
C. B. Shuler and Isaac Shuler

Said first part 108 hereby covenant that they are ownerS in fee simple
of said premises and that they are free and clear of all incumbrances with exceptions noted above

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 \$2000.00 for the benefit of the mortgagee 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 \$200.00 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 his heirs or assigns said
sum of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S
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 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 S 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 S hereunto set their hand S the day and year first above written.

C. B. Shuler

Isaac Shuler

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, Estelle C. Merrifield

on this 5 day of July 1923, personally appeared

C. B. Shuler and Isaac Shuler, her husband, to me known to be the identical person who executed the above
instrument and acknowledged to me that he executed the same as his 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 April 21, 1925. (Seal)

Estelle C. Merrifield,

Notary Public.