

BLACK PRINTING CO. TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
 This instrument was filed for record on the 9 day of July, 1923 at 11:20 o'clock A. M.,  
 and duly recorded in Book 408 on page 564  
 Fees \$ \_\_\_\_\_  
O. G. Weaver,  
 (Seal) \_\_\_\_\_ County Clerk,  
 By Brady Brown, Deputy.

THIS INDENTURE, Made this 1st day of March, A. D. 1923, between \_\_\_\_\_  
Marie L. Weber, a single woman,  
 of Tulsa, Tulsa County, in the State of Oklahoma, part V of the first part, and  
Robert R. Burns and A. F. Moss,  
 of Tulsa, Oklahoma part 198 of the second part:  
 WITNESSETH, That said part 198 the first part, in consideration of the sum of \_\_\_\_\_  
Thirty-five Hundred Dollars,  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies of the second part their heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma, to-wit:

The West One Hundred (100) feet of Lot Fifteen (15) in Block  
 Twenty-one (21) in Gillette-Hall Addition to the city of  
 Tulsa, Oklahoma, according to the recorded official plat thereof,

10527 702

W. C. Stucky  
 O. S. B.

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 \$ 3500.00 due March 1st, 1924, 1923

made to Robert R. Burns and A. F. Moss

or order, payable at Tulsa, Okla.

with eight per cent interest per annum, payable semi-annually and signed by \_\_\_\_\_

Marie L. Weber

Said first part V hereby covenant S that she is the owner in fee simple  
 of said premises and that they are free and clear of all incumbrances except a first mortgage favor of the Local Building  
& Loan Assn., of Oklahoma City, Okla.

That she has good right and authority to convey and encumber the same, and

she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree to insure the buildings on said  
 premises in the sum of \$ 3500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V  
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S 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 one hundred 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 V shall pay or cause to be paid to said second part their 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 ten 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 V waive S 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 V of the first part S hereunto set her hand the day and year first above written.

Mrs. Marie L. Weber

#### 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 has hereunto set her hand this \_\_\_\_\_ day of \_\_\_\_\_  
 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State  
 on this 1st day of March, 1923, personally appeared Marie L. Weber, a single woman,  
Marie L. Weber, a single woman, to me known to be the identical person who executed the above  
 instrument and acknowledged to me that she executed the same as her 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 Nov. 30, 1923. (Seal)

J. C. Farmer,

Notary Public.