

BLACK PRINTING CO. - TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 10 day of July, 1923, at 9:00 o'clock A. M., and duly recorded in Book 408 on page 566.

Fees \$ \_\_\_\_\_

O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk.  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 7th day of July, A. D. 1923, between A. S. Hardy of Tulsa County, in the State of Oklahoma, part V of the first part, and Peoria Gardens Company, a corporation of Tulsa, Oklahoma part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of Four Hundred Thirty-six and 60/100 Dollars, the receipt of which is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part its heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lots Five (5), Six (6) and Seven (7), Block One (1) in Peoria Court a resubdivision Block One (1) of Peoria Gardens Addition to the city of Tulsa, according to the amended recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$248 and issued Receipt No. 237 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of July, 1923  
W. W. Buckley County Treasurer  
O. G. B. Deputy

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

This conveyance is intended as a mortgage to secure the payment of 8 promissory note ss of even date herewith. One for \$56.94 due six months from date and six more of same amount payable every six months; and the eighth note of \$38.06 falling due forty-six (46) months from date made to Peoria Gardens Company

or order, payable at maturity  
with no per cent interest per annum, payable semi-annually and signed by A. S. Hardy  
Said first part V hereby covenant s that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances

That he has good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree ss 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 V agree ss to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree ss 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 10 per cent 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 V shall pay or cause to be paid to said second part V its heirs or assigns said sum ss of money in the above described note ss mentioned, together with the interest thereon according to the terms and tenor of said note ss 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 ss 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 ss 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 ss 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 ha ss hereunto set his hand ss the day and year first above written.

A. S. Hardy

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County, Oklahoma, the within named mortgagee ss 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 ss, 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 ss ha ss hereunto set his hand ss this \_\_\_\_\_ day of \_\_\_\_\_ 1923.

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, B. H. Johnston, a Notary Public in and for said County and State on this 7th day of July, 1923, personally appeared A. S. Hardy within and foregoing to me known to be the identical person ss 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 June 24, 1925, 1923 (Seal)

B. H. Johnston,  
Notary Public.