

WACHS 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 10:10 o'clock A. M., and duly recorded in Book 408, on page 568.

Fees \$

O. G. Weaver,

(Seal)

County Clerk.

By,

Brady Brown,

Deputy.

THIS INDENTURE, Made this 31st day of May, A. D. 1923, betweenGeorge W. Prock and Anna Prockof Tulsa County, in the State of Oklahoma, part 108 of the first part, andof Tulsa Investment Co. part 7 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Three Hundred Seventy and 50/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Three (3), Block Three (3), Lawnwood Addition to the city of Tulsa, according to the recorded plat thereof.

RECEIVED BY THE COUNTY CLERK
I hereby certify that I received \$370.50 and issued Receipt No. 10,521 therefor in payment of mortgage tax on the within mortgage.
Dated this 7 day of July, 1923
W. W. Suckey 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 of even date herewith. One for \$370.50 payable at the rate of Twenty five (\$25.00) dollars each month until paid beginning July 1st 1923.

made to Tulsa Investment Co.or order, payable at Tulsa, Okla.with eight per cent interest per annum, payable semi-annually and signed byGeorge W. Prock & Anna Prock

Said first part 108 hereby covenant that they are owner 8 in fee simple of said premises and that they are free and clear of all incumbrances except a first loan to the Home Bldg. and Loan Ass'n.

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 \$1,000.00 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 One Hundred and No/100 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 7 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. they 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 ten (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 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 they hand 8 the day and year first above written.

IN WITNESS WHEREOF, said part 108 of the first part have hereunto set their hand 8 the day and year first above written.

George W. ProckAnna Prock

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That they of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of 1000.00 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto them 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 their hand 8 this 10 day of July, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.Before me, the undersigned

on this 31st day of May, 1923, personally appeared George W. Prock and Anna Prock within and foregoing instrument and acknowledged to me that they executed the same as their 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 Jan. 10, 1924. (Seal)

Geo. C. Frickel,

Notary Public.