

No. 235370 C.M.J. MORTGAGE RECORD NO. 408

BLACK PRINTING CO., TULSA

FROM _____
TO _____
STATE OF OKLAHOMA, Tulsa County, ss. 10
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 569.
Fees \$ _____
O. G. Weaver,
(Seal) County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this twelfth day of February, A. D. 1923, between
George W. Prock and Annie Prock (his wife)
of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
Lucille Frickel
of Tulsa part V of the second part:
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Two Hundred Thirty and No/100 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 her heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Lot One (1), Block Three (3), Lawnwood Addition to the city
of Tulsa, according to the recorded plat thereof.

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 a certain promissory note of even date here-
with. for \$230.00 payable to the rate of \$12.50 per month beginning March 1st, 1923
made to Lucille Frickel

or order, payable at Tulsa, Okla.
with eight per cent interest per annum, payable semi-annually and signed by
George W. Prock & Annie Prock

Said first part 108 hereby covenant that they owner in fee simple
of said premises and that they are free and clear of all incumbrances except a first mortgage to The Home Building &
Loan Ass'n.
That they have good right and authority to convey and encumber the same, and

that he, Y., 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 \$2,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of the 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 mortgagee 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 108 shall pay or cause to be paid to said second part her 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 they agree to stay valuation an appraisal laws.
IN WITNESS WHEREOF, said part 108 of the first part ha. V. hereunto set their hands the day and year first above written.

George W. Prock
Annie Prock

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
_____, 192____.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned _____, a Notary Public in and for said County and State
on this 12th day of February, 1923, personally appeared _____ within and foregoing
George W. Prock and Annie Prock, (his wife) to me known to be the identical person, who executed the above
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 12/10/24, 192____ (Seal)

Geo. C. Frickel,

Notary Public.