

COMPARED

NO. 235537 BH

MORTGAGE RECORD NO. 408

583

TREASURER'S ENDORSEMENT

I hereby certify that I received \$54 and issued Receipt No. 10444 therefor in payment of mortgage on the within mortgage.

Dated this 12 day of July 1923

County Treasurer  
Deputy

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 12 day of July 1923 at 10:00 o'clock A.M. and duly recorded in Book 408 on page 583.

Fees \$  
(SEAL) O.G. Weaver  
County Clerk  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 22th day of June A.D. 1923, between C. D. Ryder and Charlotte F. Ryder, his wife, of Tulsa County, in the State of Oklahoma, part 128 of the first part, and G. A. Mayo and J. D. Mayo, Tulsa County, Oklahoma, part 128 of the second part: WITNESSETH, That said part 128 of the first part, in consideration of the sum of Nine hundred ten and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 128 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 eighteen (18) block two (2) Hi-Pointe addition to Tulsa according to the recorded plat thereof.

This mortgage being subject to a first mortgage held by the Home Building and Loan Association of Tulsa, Okla, in the amount of \$825.00.

This mortgage being given as the balance of the purchase price of the above described lot.

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 one promissory note of even date herewith. One for \$910.00 due \$20.00 thirty days from this date and \$20.00 every thirty days thereafter until all is paid.

made to C. A. Mayo and J. D. Mayo.

or order, payable monthly

with 8 per cent interest per annum, payable semi-annually and signed by C. D. Ryder and Charlotte F. Ryder.

Said first part 128 hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except as above specified.

That they have good right and authority to convey and encumber the same, and the y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 128 agree 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 128 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 128 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 ten per cent of the unpaid balance, 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 128 shall pay or cause to be paid to said second part 128 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 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, 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 128 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 128 of the first part have hereunto set their hands the day and year first above written.

Mr. C. D. Ryder  
Charlotte F. Ryder.

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, Harry D. Wilborn, a Notary Public in and for said County and State on this 22th day of June 1923, personally appeared C. D. Ryder and Charlotte F. Ryder, his wife, to me known to be the identical persons who executed the above instrument and acknowledged to me that they executed the same as a 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 May 27, 1924

(SEAL) Harry D. Wilborn, Notary Public.