

COMPARED

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FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 13th day of

July, 1923, at 3:00 o'clock P. M.,

and duly recorded in Book 408 on page 588

Fees \$

(SEAL) O. G. Weaver,

County Clerk.

By Brady Brown, Deputy.

THIS INDENTURE, Made this First day of June, A. D. 1923, between

J. D. Simmons and Effie E. Simmons husband and wife

of Tulsa County, in the State of Oklahoma, parties of the first part, and

L. O. Cook

of Tulsa County, Okla., party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Six thousand and no/100 (\$6,000.00)

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

The east forty five and three fourths feet (45 $\frac{3}{4}$ ft) of
lot eight (8) in Block two (2) in Orcutt addition to
the City of Tulsa, Oklahoma, as shown on 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 appertaining forever.

This conveyance is intended as a mortgage to secure the payment of thirty-six (36) promissory notes of even date herewith. One for \$2500.00 due June 1st, 1926, and thirty-five notes of \$100.00 each one due July 1st, 1923 and one on the first day of each successive month thereafter until all are paid. L. O. Cook

or order, payable at Tulsa, Okla. with eight per cent interest per annum, payable semi-annually and signed by J. D. Simmons, and Effie E. Simmons, husband and wife

Said first parties hereby covenant that they are owner, in fee simple of said premises and that they are free and clear of all incumbrances except a \$10,000 mortgage

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 parties agree to insure the buildings on said premises in the sum of \$6,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 seven 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 parties shall pay or cause to be paid to said second party his 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 parties 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 parties of the first part have hereunto set their hands the day and year first above written.

J. D. Simmons,
Effie E. Simmons,

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of County, Oklahoma, the within named mortgagee in consideration of the sum of \$2,000.00 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 hand this day of 1923,

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maie R. Baker,

on this 4th day of July, 1923, personally appeared J. D. Smmons and Effie E. Simmons, husband and 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 Sept. 23, 1923.

(SEAL) Maie R. Baker,

Notary Public.