

BLACK PRINTING CO. TULSA

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 14 day of

July 1923, at 11:40 o'clock A.M.

and duly recorded in Book 408 on page 590

Fees \$.

(SEAL) O. G. Weaver,

County Clerk,

By Brady Brown, Deputy.

THIS INDENTURE, Made this 7th day of July A. D. 1923, between Julia A. Loveless

a single woman

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

Jennie C. Lyman

of Tulsa County, in the State of Oklahoma, part Y of the second part:

WITNESSETH, That said part Y of the first part, in consideration of the sum of twenty two hundred and no/100

Dollars,

the receipt of which is hereby acknowledged, do SS. by these presents grant, bargain, sell and convey unto said part Y 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 fifteen (15) in Block five (5) Lynch-Forsythe  
addition to the City of Tulsa, Oklahoma, according  
to the recorded plat thereof,

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.32 and issued  
Receipt No. 10638 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 16 day of July 1923

W. W. Luckey, County Treasurer

A. J.

Deputy

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 one promissory note S of even date here-

with. One for \$2200.00 due July 7 1926

and six interest coupon notes of \$88.00 each and payable at the - of six months from date.

made to Jennie C. Lyman

or order, payable at Tulsa, Okla.

with eight per cent interest per annum, payable semi-annually and signed by Jennie C. Lyman

Said first part Y hereby covenant that she is the lawful owner in fee simple  
of said premises and that they are free and clear of all incumbrances

That she has good right and authority to convey and encumber the same, and

she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part Y agree S to insure the buildings on said  
premises in the sum of \$2200.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part Y  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y further expressly agree S 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 two hundred twenty 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 Y shall pay or cause to be paid to said second part her heirs or assigns said  
sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S  
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 mortgage S may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of ten 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 S 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 Y waives 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 Y of the first part hereunto set her hand the day and year first above written.

Julia A. Loveless

## 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, T. G. Grant, a Notary Public in and for said County and State

on this 14 day of July 1923, personally appeared Julia A. Loveless, a single woman

to me known to be the identical person who executed the foregoing

instrument and acknowledged to me that she executed the same as her 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 21, 1927

(SEAL) T. G. Grant,

Notary Public.