

NO. 236063 - BH

MORTGAGE RECORD NO. 408

BLACK PRINTING CO. TULSA

FROM
TO
STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 18 day of July, 1923, at 4:05 o'clock P. M., and duly recorded in Book 408 on page 525.
Fees \$
(SEAL) O. G. Eeaver, County Clerk.
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 16th day of July, A. D. 1923, between J. E. Monroe of Tulsa County, in the State of Oklahoma, part Y of the first part, and Lancaster Lumber Company, Tulsa, Oklahoma, part Y of the second part;
WITNESSETH, That said part Y of the first part, in consideration of the sum of three hundred seventy seven and 45/100 (\$377.45) Dollars, the receipt of which is hereby acknowledged, do S. by these presents grant, bargain, sell and convey unto said part Y of the second part, Y its heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Being all of lot twenty eight (28) in Block F, Joe's subdivision addition to the City of Tulsa, Tulsa County, Oklahoma, according to the reco rded plat thereof, together with all improvements thereon

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100.00 and issued No. 10704 therefor in payment of mortgage
within mortgage
19 day of 7 1923
W. W. Stucky, County Treasurer
P. S. B.

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 two (2) promissory note. S. of even date herewith. One for \$190.00 due August 15th, 1923, and one for \$187.45 due September 14th, 1923

made to Lancaster Lumber Company

or order, payable at First Nat'l Bank

with six (6) per cent interest per annum, payable semi-annually and signed by J. E. Monroe

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

That he has good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part Y agrees S. to insure the buildings on said premises in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part Y agrees S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y further expressly agrees 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 Ten dollars (\$10.00) 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 Y, its heirs or assigns said sum S. of money in the above described notes 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 six (6) 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 S. 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 has hereunto set his hand the day and year first above written.

J. E. Monroe

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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 has hereunto set his hand this day of 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maxine I. Duncan

on this 16th day of July, 1923, personally appeared J. E. Monroe, to me known to be the identical person who executed the above

instrument and acknowledged to me that he executed the same as his 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 June 19th, 1926, 1923

(SEAL) Maxine I. Duncan

Notary Public.