

TREASURER'S ENDORSEMENT
FROM
I hereby certify that I received \$120 and issued
Receipt No. 7773 therefor in payment of mortgage
tax on the within mortgage.
Dated this 24 day of July TO 1923
W. W. Stuckey, County Treasurer
P. S. R. Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 20th day of
July, 1923, at 1:20 o'clock P. M.,
and duly recorded in Book 408 on page 604.
Fees \$.....
(SEAL) O. G. Weaver, County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this 19th day of July, A. D. 1923, between
J. E. Rogers and Augusta Rogers, husband and wife
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and
J. S. Allison, Tulsa, party of the second part:
WITNESSETH, That said part 1st of the first part, in consideration of the sum of Two thousand (\$2000.00)
Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y of the second part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

All of lot numbered nine (9) in Perryman Heights
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 two promissory note of even date here-
with. One for \$1000.00 due July 19th, 1926,
and one for \$1000.00 due July 19th, 1926.
made to J. S. Allison

or order, payable at Tulsa
with ten per cent interest per annum, payable semi-annually and signed by
J. E. Rogers and Augusta Rogers, husband and wife.
Said first parties hereby covenant that they are the owner in fee simple
of said premises and that they are free and clear of all incumbrances.

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 part agree to insure the buildings on said
premises in the sum of \$2000.00 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 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 twenty five dollars, and ten per cent of 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 part 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 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 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 hand and seal the day and year first above written.

J. E. Rogers
Augusta Rogers

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
his 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, L. W. Kuntz, a Notary Public in and for said County and State
on this 19th day of July, 1923, personally appeared
J. E. Rogers and Augusta Rogers, husband and wife, to me known to be the identical person who executed the
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 Feb. 21, 1926.

(SEAL) L. W. Kuntz, Notary Public.