

BLACK-PRINTING CO. TULSA

FROM

This instrument was filed for record on the 26 day of July 1923 at 1:00 o'clock P. M., and duly recorded in Book 408 on page 612

TO

Fees \$

O. G. Weaver,
(Seal) County Clerk.
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 25th day of July, A. D. 1923, between
T. O. Yates and H. C. McCollum
of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
W. M. Fleetwood
of Tulsa part V of the second part;
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
TWENTY TWO HUNDRED SEVENTY FIVE (\$2275.00) Dollars,
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Commencing at a point 1463 North and 28 feet East of the Southwest corner of Section 32, Twp. 20 N. Range 13 East of Indian base and Meridian; thence running East at right angles to the West line of said section, a distance of 262.5 feet more or less to the west line of a right of way, previously deeded to the St. Louis and San Francisco Ry. Co; thence North along the west line of said right of way, a distance of 50 feet; thence West parallel to the first line called, a distance of 262.5 feet; thence South a distance of 50 feet to place of beginning.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 93 and Receipt No. 10635 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of July 1923
Wm Stuckey

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 three promissory notes of even date herewith. One for \$ 750.00 due 12 months from date, one for \$750.00 due 18 months from 192 date and one for \$775.00 due 2 years from date

made to W. M. Fleetwood

or order, payable at Exchange N. Bank of Tulsa.
with 8% per cent interest per annum, payable semi-annually and signed by _____

Said first part... hereby covenant... that... they are the owner S 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 \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 68 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 \$227.50 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.

IN ANY JUDGMENT OR DECREE RENDERED IN ACTION AS ABOVE SAID, AND COLLECTED, AND THE LIEN THEREOF ENFORCED IN THE SAME MANNER AS THE PRINCIPAL DEBT HEREBY SECURED, 2278.100 OF FIRST PART ES SHALL PAY OR CAUSE TO BE PAID TO SAID SECOND PART his heirs or assigns SAID SUM 2278.100 OF MONEY IN THE ABOVE DESCRIBED NOTE ES MENTIONED, TOGETHER WITH THE INTEREST THEREON ACCORDING TO THE TERMS AND TENOR OF SAID NOTE ES 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 ES 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 ES 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 res 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 res of the first part have hereunto set their hand s the day and year first above written.

T. O. Yates
H. C. McCollum

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 mortgagor.....ha.....hereunto set.....hand.....this.....day of.....192.....

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned, a Notary Public in and for said County and State
on this 25th day of July, 1923, personally appeared
T. O. Yates and H. O. McCollum, to me known to be the identical person within and foregoing
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 Jan. 12, 1926. 1926 (Seal) C. C. McGilvray,
Notary Public.