

COMPARED

NO. 236762 C.M.J.

MORTGAGE RECORD NO. 408

615

TREASURER'S ENDORSEMENT
I hereby certify that I received \$1,000.00 and issued Receipt No. 10245 therefor in payment of mortgage tax on the within mortgage.
Dated this 27 day of July 1923
W. W. Stucky
County Treasurer
Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 27 day of July 1923, at 4:00 o'clock P. M., and duly recorded in Book 408 on page 615.
Fees \$
O. G. Weaver,
(Seal) County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this Twenty-seven (27) day of July A. D. 1923, between John B. Brown of Tulsa County, in the State of Oklahoma, part V of the first part, and The First National Bank of Tulsa, Oklahoma, Tulsa, Okla. part V of the second part: WITNESSETH, That said part V of the first part, in consideration of the sum of Sixty Eight Hundred (\$68.00) Successors Dollars, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part, its heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

West One-half (W $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty Eight (28) Township Seventeen (17) North, Range Fourteen (14) East, containing Two Hundred and Forty Acres (240) near Bixby, Oklahoma, all in Tulsa County, Oklahoma.

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 \$800.00 due Oct. 25, 1923, one for \$4,000.00, due Oct. 25, 1923, one note for \$2,000.00 due Oct. 2, 1923, made to The First National Bank

or order, payable at Tulsa, Okla. with ten (10) per cent interest per annum, payable semi-annually and signed by John B. Brown

Said first part V hereby covenant that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances except \$6,000.00 due Gum Brothers and \$4,000 due J. S. Hopping

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 V 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 V agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 Ten Dollars and ten percent of the principal 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 V shall pay or cause to be paid to said second part V its successors 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 percent 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 part V 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 part V of the first part has hereunto set his hand the day and year first above written. John B. Brown

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, R. R. McCormick, a Notary Public in and for said County and State on this 27th day of July 1923, personally appeared John B. Brown 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 hand and notarial seal on the day and date last above written.
WITNESS my official hand and seal the day and year above set forth.
My commission expires Mar. 24 1927. (Seal) R. R. McCormick Notary Public.