

NO. 236870 C.M.J. MORTGAGE RECORD NO. 408

TREASURER'S ENDORSEMENT
FROM
I hereby certify that I received \$2.00 and issued
Receipt No. 22667 therefor in payment of mortgage
tax on the within mortgage.
Dated this 29 day of 7 TO 1923
W.W. Strakey, County Treasurer
P.B.B. Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 30 day of
July 1923 at 11:00 o'clock A.M.,
and duly recorded in Book 408 on page 617
Fees \$
O. G. Weaver, County Clerk
(Seal) Brady Brown, Deputy

THIS INDENTURE, Made this 30th day of July, A.D. 1923, between
F. B. Dillard and his wife Mamie H. Dillard
Tulsa, Okla. County, in the State of Oklahoma, part 1st of the first part, and
O. G. Cole and Fred J. Fink
Tulsa, Okla. part 1st of the second part:
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Ten Thousand (10,000) Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, their heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

North forty two (42) feet of Lot Four (4) Block One Hundred and
Eighty Nine (189) in the Original Town of Tulsa, Oklahoma
according to the recorded plat thereof, also a one half (1/2)
undivided interest in and to the South Thirty (30) feet of 1st
Five (5) Block Thirteen (13) and the North Fifteen (15) feet
of Lot One (1) Block Twenty-two (22) Morningside Addition to
Tulsa, Oklahoma 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 One promissory note of even date here-
with. One for \$10,000.00 due 30 days after maturity 192

made to Natl. Bank of Commerce

or order, payable at Natl. Bnk. Commerce after date

with 8 per cent interest per annum, payable semi-annually and signed by

F. B. Dillard

Said first part 1st hereby covenant that they are the owner of said premises and that they are free and clear of all incumbrances except a mortgage on said lot 4 to the Central
National Bank of Tulsa, Okla. for \$15,000.00

That they have good right and authority to convey and encumber the same, and
will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st 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 1st
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 a reasonable 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 1st shall pay or cause to be paid to said second parties 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 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 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 1st 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 1st of the first part ha. V.S. hereunto set their hand & the day and year first above written.

F. B. Dillard
Mamie H. Dillard

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 ha. hereunto set hand this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Winnifred McMichael, a Notary Public in and for said County and State
on this 30th day of July, 1923, personally appeared
F. B. Dillard and Mamie H. Dillard, to me known to be the identical person who executed the above
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 Sept. 29, 1924 (Seal)

Winnifred McMichael

Notary Public.