

COMPARED

NO. 236935 C.M.J.

MORTGAGE RECORD NO. 408

621

BEFORE WRITING TO THESE

RECEIVED FROM: M.L.N.I.
I hereby certify that I received \$1560.00 and issued
Receipt No. 12281 therefor in payment of mortgage
tax on the within mortgage.
Dated this 30 day of July, 1923.
W. W. Stuckey, County Treasurer.
P. B. B.

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 30 day of
July, 1923, at 4:00 o'clock P. M.
and duly recorded in Book 408 on page 621
Fees \$
O. G. Weaver,
(Seal) County Clerk,
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 1st day of July, A. D. 1923, between
L. D. Gwynne and Caroline Gwynne
of Tulsa County, in the State of Oklahoma, part 108 of the first part, and
H. E. Hanna
of Tulsa, Oklahoma, part V of the second part:
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Fifteen Hundred Sixty (\$1560.00) Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part, his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Lot Eight (8) in Block One (1) of Earns Addition to the city
of Tulsa, according to the recorded plat thereof;

#1.

STATE OF OKLAHOMA, County of Tulsa, ss.

Before me, R. L. Kifer, a Notary Public in and for said County and State, on this
1st day of July, 1923, personally appeared Caroline Gwynne, to me known to be the
identical person who executed the within and foregoing instrument by her mark in my
presence and in the presence of C. Louise League and P. L. Reppert as witnesses, and
acknowledged to me that she executed the same as her free and voluntary act and deed
for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year
last above written.

My commission expires June 6, 1927.

(Seal)

R. L. Kifer, Notary Public.

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. On for \$ 1560.00 due in monthly installments as set forth in said note, 192

made to H. E. Hanna

or order, payable at Tulsa, Okla.

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

L. D. Gwynne and Caroline Gwynne

Said first part 108 hereby covenant that they are 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
the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said
premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 One Hundred Fifty-six (\$156.00) 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 108 shall pay or cause to be paid to said second part V his 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 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 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, and to the imme-
diate appointment of a receiver to receive the whole or part of the proceeds of the sale of said premises, and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part have hereunto set their hands the day and year first above written.

Witness to mark
Louise League
P. L. Reppert

L. D. Gwynne

Caroline Gwynne

wife

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 ha hereunto set hand this day of
192

STATE OF OKLAHOMA, County, ss.

Before me, a Notary Public in and for said County and State
on this day of 192, personally appeared

to me known to be the identical person who executed the above
instrument and acknowledged to me that she executed the same as her 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 192

Notary Public.