

BLACK PRINTING CO. TULSA

FROM _____
TO _____
STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 3 day of August, 1923, at 9:30 o'clock A. M., and duly recorded in Book 408 on page 629.
Fees \$ _____
By O. G. Weaver, County Clerk.
(Seal) Brady Brown, Deputy.

THIS INDENTURE, Made this 29th day of March, A. D. 1923, between Lillian Alice Wilson, a single woman of Tulsa County, in the State of Oklahoma, part V of the first part, and R. M. Darnell and Dencie E. Darnell of Tulsa, Oklahoma, part 128 of the second part: WITNESSETH, That said part V of the first part, in consideration of the sum of Twenty eight hundred sixty five and 20/100 Dollars, the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part 128 of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

All of Lot Two (2) Block Eight (8) Maple Park Addition to the City of Tulsa, Tulsa County Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.16 and issued Receipt No. 10965 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Aug, 1923
W W Stucky County Treasurer
P B Deputy

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 Four promissory notes of even date herewith. One for \$ 65.00 due April 29th 1923. One for \$ 65.00 due May 29th 1923. One for \$ 750.00 due June 29th 1923 and One for \$ 1985.20 payable \$ 85.00 per month including interest made to

R. M. Darnell and Dencie E. Darnell
or order, payable at _____
with Eight per cent interest per annum, payable semi-annually and signed by Lillian Alice Wilson

Said first part V hereby covenant that she is the owner in fee simple of said premises and that they are free and clear of all incumbrances Except a first mortgage of \$3250.00 to the Exchange Trust Company of Tulsa, Okla.

That she has good right and authority to convey and encumber the same, and she 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 to 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 Two hundred eighty five and No/100 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 128 or their heirs or assigns said sum of money in the above described note to mentioned, together with the interest thereon according to the terms and tenor of said note to 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 to may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum, until paid, and this mortgage shall stand as security for all such payments; said 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 to 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 to 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 ha hereto set hand her the day and year first above written.

Lillian Alice Wilson

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 _____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maurice A. DeVinna, a Notary Public in and for said County and State on this 29th day of March, 1923, personally appeared Lillian Alice Wilson, a single woman 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 May 11th, 1923. (Seal)

Maurice A. DeVinna,

Notary Public.