

BLACK PRINTING CO. TULSA

FROM _____ TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 15 day of Nov. 1922, at 10:55 o'clock A. M., and duly recorded in Book 408 on page 63.
Fees \$ _____
O. D. Lawson,
(Seal) County Clerk.
By, F. Delman, Deputy.

THIS INDENTURE, Made this Fifth day of August A. D. 1922, between Frank Roberts of Tulsa, Tulsa County, in the State of Oklahoma, part V of the first part, and Dickason Goodman Lumber Co. of Tulsa, Tulsa, Okla. part V of the second part: WITNESSETH, That said part V of the first part, in consideration of the sum of Four hundred and 00/100 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, their heirs and assigns, all the following described real estate situated in City of Tulsa, Tulsa County and State of Oklahoma, to-wit:

Lot (11) Eleven Block (2) Two Home Garden Addn. to the city of Tulsa, Tulsa County, State of Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40.00 and issued Receipt No. 6101 therefor in payment of mortgage on the within mortgage.

Dated this 15 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

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 Ten promissory note of even date herewith. One for \$ 40.00 each due September 2, 1922, October 2, 1922, November 2nd, 1922, December 2, 1922, January 2, 1923, Feb. 2, 1923, March 2-1923, April 2nd 1923, May 2, 1923, June 2-1923. Dickason Goodman Lbr. Co.

or order, payable at Tulsa, Okla. with Ten per cent interest per annum, payable semi-annually and signed by _____

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.

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 \$ 400.00 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 Fifty and 00/100 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 said first part V shall pay or cause to be paid to said second part their heirs or assigns said sum of 400.00 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 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 V waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisalment laws. IN WITNESS WHEREOF, said part V of the first part has hereunto set his hand on the day and year first above written.

Frank Roberts

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 _____ 1922.

STATE OF OKLAHOMA, Tulsa, Okla. County, ss.

Before me, Frank J. Manley, a Notary Public in and for said County and State on this Fifth day of August 1922, personally appeared Frank Roberts, 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 official hand and seal the day and year above set forth. My commission expires May 13, 1924.

Frank J. Manley,

Notary Public.