

COMPARED

NO. 237367 C.M.J.

MORTGAGE RECORD NO. 408

631

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 4 day of

August 1923, at 11:15 o'clock A. M.

and duly recorded in Book 408 on page 631.

Fees \$

O. G. Weaver,

(Seal)

County Clerk.

By, Brady Brown.

Deputy.

THIS INDENTURE, Made this 31st day of July A. D. 1923, between

W. A. Cromwell and Maude Cromwell his wife

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and

J. H. Barham

of Tulsa, Oklahoma, part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Seven Hundred and Seventy Five and No/100

Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

Lot Eight (8) Block Six (6) in Park Addition to Red Fork.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$775.00 and issued Receipt No. 22725 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of 8 1923

County Treasurer

W W Stuckey
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 One (1) promissory note of even date here-

with. One for \$ 775.00 due one year from date of this mortgage. This mortgage is 192

given subject to a first mortgage in the amount of \$1000.00

made to J. H. Barham

or order, payable at

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

W. A. Cromwell and Maude Cromwell his wife,

Said first part 1st hereby covenant that they are owner in fee simple

of said premises and that they are free and clear of all incumbrances. Except a loan of \$1000.00

That they have good right and authority to convey and encumber the same, and

the 1st will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to incur the buildings on said

premises in the sum of \$ 1775.00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part

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 Ten Dollars \$10.00 and ten percent 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 part his

sum of \$775.00 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 mortgage 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 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. 20. hereunto set their hand and seal the day and year first above written.

W. A. Cromwell

Mrs. Maude Cromwell

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

h. 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, Eugene L. Roop, a Notary Public in and for said County and State

on this 31st day of July 1923, personally appeared within and foregoing

W. A. Cromwell and Maude Cromwell, his wife, 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 July 3, 1923. (Seal)

Eugene L. Roop,

Notary Public.