

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 16 day of

NOV. 1922 at 9:40 o'clock A. M.,

and duly recorded in Book 408 on page 68.

Fees \$

O. D. LAWSON,

(Seal)

County Clerk.

By, E. Delman,

Deputy.

THIS INDENTURE, Made this 16th day of November A. D. 1922, between

R. M. Black, a single person

of Tulsa, Tulsa County, in the State of Oklahoma, part V of the first part, and

Jas. B. Bragassa

of Tulsa, Tulsa County, Oklahoma, part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of

Six-Thousand-Dollars,

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 City of Tulsa, Tulsa County and State of Oklahoma, to-wit:

The North Twenty Five (25) feet of Lot Five (5) and the  
South Twenty Five feet (25) of Lot Six (6), all in  
Block One Hundred and Sixty-six (166) in the original  
town of Tulsa, Oklahoma, according to the Recorded  
Official Plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$ 6000.00 due November 16th, 1925

and signed by R. M. Black  
made to Jas. B. Bragassa

or order, payable at his office from date  
with eight per cent interest per annum, payable semi-annually and signed by on May 16th & Nov. 16th in each year  
until due according to 6- interest coupon notes attached.

Said first part V hereby covenants 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 \$ 3500.00 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 mortgagee will pay to the said mortgagee ten percent on all sums due and unpaid 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 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 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 appraisal laws and  
all homestead exemptions right and benefits  
IN WITNESS WHEREOF, said part V of the first part has hereunto set his hand the day and year first above written.

R. M. Black

## 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 has hereunto set his hand this day of  
1922.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State  
on this 16th day of November, 1922, personally appeared R. M. Black, a single person

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 6, 1924. (Seal)

Grilla Belle Roby

Notary Public.