

DEATH PRINTING CO. TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 23 day of Nov. 1922 at 11:00 o'clock A. M.  
and duly recorded in Book 408 on page 84.  
Fees \$ \_\_\_\_\_  
By O. D. Lawson, County Clerk.  
F. Delman, Deputy.

THIS INDENTURE, Made this 20th day of October A. D. 1922, between  
Joe H. Berry single and unmarried  
of Tulsa County, in the State of Oklahoma, part V of the first part, and  
of Walter Davis  
Denver City, Colorado part V of the second part:  
WITNESSETH, That said part V of the first part, in consideration of the sum of  
Eleven Hundred and Seventy Dollars (\$1170.00) 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 City, Tulsa County and State of  
Oklahoma, to-wit:

The South Forty feet of Lots One and Two (1 & 2) in  
Block Fifteen (15) Lynch and Forsythe Addition to the  
city of Tulsa, Tulsa County Oklahoma, according to the  
recorded plat thereof and known by street number as 212  
South Rockford St.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 22 and issued  
Receipt No. 6376 therefor in payment of mortgage  
on the within mortgage.  
Dated this 20 day of Nov 1922  
WAYNE L. DICKEY, County Treasurer

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ \_\_\_\_\_ and issued  
Receipt No. \_\_\_\_\_ therefor in payment of mortgage  
on the within mortgage.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1922  
WAYNE L. DICKEY, County Treasurer

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 Thirty Nine (39) promissory note S of even date here-  
with. One for \$ 30.00 due November 20th 1922 and Thirty Eight (38) notes for 30.00 1922  
each one of which is due on the 20th day of each and every month thereafter untill paid  
made to Walter Shaw

or order, payable at Tulsa  
with Eight 8% per cent interest per annum, payable monthly and signed by  
Joe H. Berry (a single man)

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 except a mortgage for \$1200.00

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 \$ 2000 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 Dollars 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 S mentioned, together with the interest thereon according to the terms and tenor of said note S  
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 S may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of Ten (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 S 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 he hereunto set his hand the day and year first above written.  
Joe H. Berry

## 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  
\_\_\_\_\_ 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  
\_\_\_\_\_, 1922.

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, G. J. Patterson, a Notary Public in and for said County and State  
on this \_\_\_\_\_ day of October, 1922, personally appeared  
Joe H. Berry 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 July 18th, 1922 (Seal) G. J. Patterson,  
Notary Public.