

BLACK-PRINTING CO., TULSA

FROM \_\_\_\_\_ COMPARED \_\_\_\_\_  
 TO \_\_\_\_\_  
 STATE OF OKLAHOMA, Tulsa County, ss.  
 This instrument was filed for record on the 27 day of  
 Nov. 1922 at 10:15 o'clock A.M.,  
 and duly recorded in Book 408 on page 90  
 Fees \$ \_\_\_\_\_  
 (Seal) O. D. Lawson,  
 County Clerk.  
 By, F. Delman, Deputy.

THIS INDENTURE, Made this 25th day of November A.D. 1922, between  
 J. F. Prothero and Lois L. Prothero, his wife,  
 of Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
 Abe Smith and Ben Moskowitz  
 of Tulsa, Okla., part 1st of the second part;  
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
 Four Thousand Two Hundred and Forty (\$4240.00) Dollars,  
 the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma, to-wit:

Lots One (1), Two (2) and Eleven (11) Peroria Acres  
 Addition to the city of Tulsa, as filed for record  
 with the Recorder of Deeds in said County.

## TREASURER'S ENDORSEMENT

Hereby certify that I received \$4240.00 and issued  
 Receipt No. 6386 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 29 day of Nov 1922  
 WAYNE L. DICKEY, County Treasurer  
 R. W.  
 Deputy

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 Five (5) promissory note \$ of even date here-  
 with. One for \$888.00 due 6 months from date, one for \$888.00 due 12 months from date, 1922  
 one for \$888.00 due in 18 months from date, one for \$888.00 due in 24 months from date  
 and one for \$888.00 due in 30 months from date.  
 made to Abe Smith and Ben Moskowitz

or order, payable at \_\_\_\_\_  
 with eight per cent interest per annum, payable semi-annually and signed by  
 J. F. Prothero and Lois L. Prothero, 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.

That they have \_\_\_\_\_ good right and authority to convey and encumber the same, and  
 they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st 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  
 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 per cent of amount due 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 \$ their 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 eight 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 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 hereunto set their hand the day and year first above written.

J. F. Prothero  
 Lois L. Prothero

## 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 hereunto set their 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 25th day of November, 1922, personally appeared J. F. Prothero and Lois L. Prothero, 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 June 24, 1925 (Seal) B. H. Johnston  
 Notary Public.