

BLACK PRINTING CO., TULSA

FROM

COMPARED

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 27th day of

Nov. 1922 at 2:50 o'clock P. M.

and duly recorded in Book 408 on page 92

Fees \$

O. D. LAWSON,

(Seal)

F. Delman,

County Clerk.

By

Deputy.

THIS INDENTURE, Made this 27th day of November A. D. 1922 between

Alice E. Dilbeck and John W. Dilbeck, her husband

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

William Vance, Trustee,

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

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

Two thousand and 00/100

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 County and State of Oklahoma, to-wit:

Lot Twenty-five and Twenty-six (25 and 26) Block
Four (4) College View Addition to the city of
Tulsa, Tulsa County, Oklahoma, according to the
amended plat thereof.

TREASURER'S ENDORSEMENT

Do hereby certify that I received \$ 12.00 and issued
Receipt No. 6363 therefor in payment of mortgage
tax on the within mortgage.

Dated this 27 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise apper-
taining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date here-
with. One for \$ 2000.00 due December 1st 1925 and six interest coupons one for \$ 81.32, 1922
due June 1st 1923 and five others for \$ 80.00 each due on the 1st days of December and June
in each year. made to William Vance, Trustee,

or order, payable at Tulsa, Okla.

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

Alice E. Dilbeck and John W. Dilbeck

Said first part 1st hereby covenant that they are the owner in fee simple
of said premises and that they are free and clear of all incumbrances whatever

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

the V 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 \$ this mortgage 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 per cent of total 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 V 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 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 have hereunto set their hand the day and year first above written.

Alice E. Dilbeck

John W. Dilbeck

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, J. R. Leagne

on this 27th day of November 1922, personally appeared Alice E. Dilbeck and John W. Dilbeck, her

husband, 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 16, 1926. (Seal)

J. R. Leagne

Notary Public.