

This mortgage is given to secure the principal sum of One Thousand Fifty & No/100 Dollars with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of 14 certain promissory notes described as follows, to-wit: One (The first) note for \$75.00 dated January 10th, 1923, and due the first day of July 1923, and the other 13 notes for \$75.00 each, due on the first days of January and July, 1924, 1925, 1926, 1927, 1928, 1929 and 1930 respectively.

This mortgage is given subject, and is inferior, to a certain mortgage for \$7500.00 and interest given by said parties to Wm. Sharpe and dated January 10th, 1923.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: that the said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to or the taxes, insurance premiums, or in case of the breach of covenant herein, or in the first mortgage above referred to, contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof. Appraisement of said premises is hereby waived or not at the option of party of second part.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One hundred & No/100 Dollars, which this mortgage also secures.

Dated this 10th day of January A.D. 1923.

B. F. Stanfield
Minnie Stanfield

STATE OF OKLAHOMA,)
County of Muskogee.) ss.

Before me C. E. Bohanon a Notary Public in and for said County and State, on this 20th day of Jan. 1923, personally appeared B. F. Stanfield and Minnie Stanfield, his wife to me known to be the identical persons who executed the within and foregoing 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 hand and official seal the day and year last above written.

(Seal)

C. E. Bohanon, Notary Public.

My commission expires June 9, 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 23, 1923, at 1:40 o'clock P.M. and recorded in Book 435, Page 29.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

220193 C.M.J.

COMPARED

ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That GUN BROTHERS COMPANY, a corporation, the mortgagee named in a certain real estate mortgage, dated the 7th day of December, 1922, executed by Ruth A. Davis and Walter H. Davis upon the following described real estate in Tulsa County, State of Oklahoma, to-wit:

West 37½ feet of West 75 feet of Lots Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen, in Block Five, in Park Hill Addition to the city of Tulsa, according to the recorded plat thereof.

said mortgage being given to secure the payment of Thirty-two Hundred Dollars and recorded in Mortgage Record 425, Page 56, of the records of said county, in consideration of the sum of