

9588 10
 28 May 1923
 10
 wise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express conditions, that, whereas, said Linnia M. Lightner has this day executed and delivered hier certain promissory note in writing to said party of the second part for \$65.00 of even date herewith due on or before June 21st 1923 with 10 per cent interest per annum from maturity, signed by Linnia M. Lightner payable to order of J. O. Dikis at his office 234 Robinson Bldg. Tulsa, Okla., Said note provides for payment of thirty Dollars attorney fee in event of foreclosure.

And the first party agrees to keep the buildings insured for \$-----

And the Mortgageors agree to pay \$30.00 Attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid said party of the 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 the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid, when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Linnia M. Lightner

STATE OF OKLAHOMA, TULSA COUNTY, ss:

Before me, A. H. Thomas, in and for said County and State, on this 2nd day of May 1923, personally appeared Linnia M. Lightner and ----- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 17, 1923 (SEAL) A. H. Thomas-Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That J. O. Dikis, an unmarried man of Tulsa County in the State of Oklahoma, the within named mortgagee in consideration of the sum of Sixty-five and no/100 DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto A. H. Thomas heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note debts and claims thereby secured and covenant therein contained, and recorded in Book ----- Page-----, Records of ----- County

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 2nd day of May 1923.

J. O. Dikis

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, John Barrett Notary Public in and for said County and State, on this 2nd day of May 1923, personally appeared J. O. Dikis an unmarried man to me known to be the