

NO. 241333 C.M.J.

Second Mortgage

TREASURER'S ENFORCEMENT

I hereby certify that I received \$04 and issued Receipt No. 11872 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Oct 1923  
W. W. Stuckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss. 3  
This instrument was filed for record on the 3 day of Oct. 1923 at 1:00 o'clock P.M.  
and duly recorded in Book 472 on page 103  
Fees \$

O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this 25th day of Sept. A. D. 1923, between  
S. H. Roberts and Audie Roberts, his wife and C. L. Orman  
of Tulsa County, in the State of Oklahoma, part ies of the first part  
and J. B. Wood and Frankie Wood  
of Tulsa part V. of the second part;

WITNESSETH, That said part ies of the first part, in consideration of the sum of  
Two Hundred Fifty and No/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 their heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the  
Northwest Quarter (NW $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Southwest  
Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest  
Quarter (NW $\frac{1}{4}$ ) of Section Twenty Six (26) Township Nineteen (19)  
North, Range Twelve (12) East, according to the U. S. Survey  
thereof, containing 15 acres more or less.

#1. State of Oklahoma, Oklahoma County, ss.  
Before me, F. A. Singler, a Notary Public in and for said County and State, on this 25th day  
of September, 1923, personally appeared S. H. Roberts, Audie Roberts and C. L. Orman 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 official hand and seal the  
day and year above set forth.  
My commission expires October 13, 1926. (Seal) F. A. Singler, Notary Public.

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 one promissory note of even date here-  
with. One for \$ 250.00 due March 25, 1924.  
made to J. B. Wood and Frankie Wood

or order, payable at West Tulsa  
with 8 per cent interest per annum, payable semi-annually and signed by  
S. H. Roberts, Audie Roberts and C. L. Orman

Said first part ies hereby covenant S. that they owner in fee  
simple of said premises and that they are free and clear of all incumbrances Except Oil and Gas lease as record and first  
mortgage to Mrs. S. H. Tompkins to \$1250.00

That they have good right and authority to convey and encumber the same and  
the Y. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said  
premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies  
agree S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies further expressly agree S. 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 Twenty Five 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  
judgement 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 ies 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. 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 mortgagee S. may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of 8 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 ies waive notice of election to declare the whole debt as above and also the benefit of stay, valuation or appraisal laws.  
IN WITNESS WHEREOF, said part ies of the first part ha VS. hereunto set their hands S. the day and year first above written.

S. H. Roberts  
Audie Roberts C. L. Orman

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS  
That J. B. Wood & Frankie Wood of Tulsa County, Oklahoma, the within  
named mortgagee in consideration of the sum of Two hundred fifty DOLLARS  
to F. C. Tompkins & F. A. Huse  
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 VS. hereunto set their hands S. this 26 day of  
Sept. 1923

J. B. Wood  
Mrs. Frankie Wood

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, F. A. Singler a Notary Public in and for said County and State  
on this 26th day of September 1923, personally appeared J. B. Wood and Frankie Wood  
to me known to be the identical person S. 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 hand and notarial seal on the day and date last above written.  
My commission expires October 13, 1926. (Seal) F. A. Singler,  
#1. Notary Public