

NO. 241666 C.M.J.

BLACK PRINTING CO., TULSA

TREASURER'S ENDORSEMENT

I hereby certify that I received 42 and issued
 Receipt No. 11864 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Oct, 1923
 W. W. Stuckey, County Treasurer
86
 Deputy

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 8 day of
Oct, 1923, at 2:00 o'clock P.M.
 and duly recorded in Book 472 on page 114
 Fees \$

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

THIS INDENTURE, Made this 28th day of Sept, A. D. 1923, between
S. A. Hackett and Maud M. Hackett, his wife
 of Tulsa County, in the State of Oklahoma, part 109 of the first part
 and H. R. Crews
 of Tulsa, Oklahoma part Y of the second part;
 WITNESSETH, That said part 109 of the first part, in consideration of the sum of
Twenty one hundred sixty one & 43/100 Dollars
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 Eleven (11) and that part of Lot Ten (10) according to the plat of Joe Kostachek's
 sub-division of Lots One (1) and Two (2) in Block Eighty one (81) in the City of Tulsa,
 County of Tulsa, and State of Oklahoma according to the recorded plat thereof, more par-
 ticularly described as beginning at the Southeast corner of said Lot Ten (10); thence
 running in a Northerly direction along the Easterly line of said Lot to the Northerly
 line thereof; thence West Three (3) feet; thence in a Southerly direction to a point
 on the South line of said Lot Five and One-half (5 1/2) feet West from the Southeast
 corner thereof; thence East to point of beginning, also known as 825 East First Street,
 Tulsa, Oklahoma.

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 a certain promissory note of even date here-
 with. One for \$ 2161.43 due six months after date
 made to H. R. Crews 1923

or order, payable at Tulsa
 with 8 per cent interest per annum, payable semi-annually and signed by
S. A. Hackett and Maud M. Hackett, his wife
 Said first part 109 hereby covenant that they are the owner in fee
 simple of said premises and that they are free and clear of all incumbrances except mortgage to Exchange Trust Co. for
\$6000.00

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 109 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 109
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 109 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 \$25.00 and ten per cent 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 thereof 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 manner as the principal debt hereby secured.

Now if said first part 109 shall pay or cause to be paid to said 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 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 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 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 109 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 109 of the first part ha Y hereunto set their hand 8 the day and year first above written,

S. A. Hackett
Maud M. Hackett

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That the undersigned of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of 2161.43 DOLLARS
 to H. R. Crews in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
his 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 his hand 8 this 28th day of
Sept, 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State
 on this 29th day of September, 1923, personally appeared S. A. Hackett and Maud M. Hackett, his wife within and foregoing
S. A. Hackett and Maud M. Hackett, his wife to me known to be the identical person S who executed the above instrument
 and acknowledged to me that th 09 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 December 3, 1924 (Seal)

Ira D. Crews

Notary Public