

NO. 241913 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 10 day of

Oct. 3, 1923, at 4:30 o'clock P.M.

and duly recorded in Book 472 on page 123

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

TO

THIS INDENTURE, Made this 8th day of September A.D. 1923, between

George O. Hollow and Edith R. Hollow, his wife

of Tulsa County, in the State of Oklahoma, part Y of the first part

and Long Bell Lumber Company, a corporation

of Tulsa County, Oklahoma, part Y of the second part;

WITNESSETH, That said part 128 of the first part, in consideration of the sum of

Seven Thousand Five Hundred

successors

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part 128

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

The West Ninety (90') feet of the East Half (E $\frac{1}{2}$ ) of Lot Six (6) Block Twenty-five (25) of Park Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, with all appurtenances thereto and improvements thereon and being situated in the city of Tulsa, Tulsa County, Oklahoma. It is agreed and understood that this mortgage is second and Junior only to a first mortgage of \$12500.00 Dollars bearing date of August 17-1923 and made and executed by George O. Hollow and Edith R. Hollow.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$150 and issued Receipt No. 11912 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of Oct. 1923

W. W. Stuckey, County Treasurer

thereunto belonging, or in anywise appo

taining forever.

This conveyance is intended as a mortgage to secure the payment of Three (3) promissory note S of even date here-

with. One for \$1,000.00 due December 8, 1923. One for \$2,000.00 due March 8, 1924.

One for \$4,000.00 due March 8, 1925. One for \$500.00 due June 8, 1924

made to Long Bell Lumber Company, a corporation

or order, payable at Exchange Trust Company, a corporation

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

George O. Hollow and Edith R. Hollow, his wife

Said first part 128 hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except as herein set out

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 128 agree to insure the buildings on said premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 128 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 128 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 \$10.00 and ten per cent of 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 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 128 shall pay or cause to be paid to said second part 128 successors heirs or assigns said sum of money in the above described note S 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 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 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 128 waive notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 128 of the first part have hereunto set their hand S the day and year first above written.

George O. Hollow

Edith R. Hollow

KNOW ALL MEN BY THESE PRESENTS

ASSIGNMENT

That of Tulsa County, Oklahoma, the within named mortgages 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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State

on this 8th day of September, 1923, personally appeared within and foregoing

George O. Hollow and Edith R. Hollow, his wife, 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 official hand and seal the day and year above set forth.

My commission expires Oct. 11, 1925. (Seal)

F. B. Jordan,

Notary Public