

NO. 242299 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 16 day of

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

and duly recorded in Book 472 on page 130

Fees \$

TO

(Seal) O. G. WEAVER,

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 18th day of August A.D. 1923 between

Earl F. Ammons and Lena W. Ammons, his wife,

of Tulsa County, in the State of Oklahoma, part 128 of the first part

and Julien Halff of Tulsa part 128 of the second part;

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

Three Hundred Fifty

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 128 of the second part 128 their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot 10, in Block 1, in Beauchamp Addition to the city of Tulsa,  
according to the recorded plat thereof.

Subject to a prior mortgage of 2500.00 to Gum Brothers Company, ~~not~~  
only.

12002. 06 and 1923

16 Oct. 3

B. Quinn

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Eight promissory note 8 of even date here with. One for \$40.00 each, due the first of which becomes due Nov. 1, 1923, and one note due the first day of each following month until the entire eight notes are paid in full, and one note for \$30.00 which becomes due July 1, 1924, which notes are made to Julien Halff, or order, payable at his office with eight per cent interest per annum, payable monthly and signed by Earl F. Ammons and Lena W. Ammons.

with per cent interest per annum, payable semiannually and signed by

Said first part 128 hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except as above stated

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 \$ 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 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 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, 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 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 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 ha. Y. hereunto set their hand and seal the day and year first above written.

Earl F. Ammons

Lena W. Ammons

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within named mortgagee 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, the undersigned

a Notary Public in and for said County and State

on this 18th day of August, 1923, personally appeared within and foregoing

Earl F. Ammons and Lena W. Ammons, his wife, to me known to be the identical person who executed the above instrument

and acknowledged to me that Th. G. Y. 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 Jan. 12, 1926. 192. (Seal)

C. C. McGilvray,

Notary Public