

NO. ....

BLACK PRINTING CO. TULSA

242713 C.M.J.

FROM

TO

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 22 day of

Oct. 1923 at 10:20 o'clock A.M.

and duly recorded in Book 472 on page 146

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this first day of October A.D. 1923, between

L. R. Canfield

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

and Mrs. R.W. Canfield

of Tulsa, Oklahoma, part V of the second part;

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

Three thousand five hundred and No/100

Dollars

the receipt of which is hereby acknowledged, do SS. by these presents grant, bargain, sell and convey unto said part V of the second part her heirs

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

Oklahoma to-wit:

The east ninety (90) feet of Lot seven (7) Block fifteen (15)  
 Orcutt Addition to the city of Tulsa, Tulsa County, State of  
 Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$3,500 and issued  
 Receipt No. 12140 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 23 day of Oct 1923

W. W. Stedley, County Treasurer

Deputy

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 thirty six promissory note S of even date here-  
 with. One for \$ 50.00 due November 1st, 1923 and one for like amount due on the first day  
 of each succeeding month until thirty five have been paid and one for \$1750.00 due October  
 1st 1926 made to Mrs. R. W. Canfield

or order, payable at Tulsa, Okla.

with eight (8) per cent interest per annum, payable semi-annually and signed by

L. R. Canfield

Said first part V hereby covenant S that he is the owner in fee  
 simple of said premises and that they are free and clear of all incumbrances except mortgage to Okla. City Bldg. & Loan Co.  
 for \$8500.00

That he has good right and authority to convey and encumber the same and  
 he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S to insure the buildings on said  
 premises in the sum of \$3500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V  
 agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 \$100.00 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 V shall pay or cause to be paid to said second part V her heirs or assigns said  
 sum S 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 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 V waive S 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 V of the first part has hereunto set his hand the day and year first above written.

L. R. Canfield

Mabel M. Canfield

## 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  
 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State  
 on this 1st day of October 1923, personally appeared  
 L. R. Canfield and Mabel M. Canfield, his wife within and foregoing  
 and acknowledged to me that they executed the same as a 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 July 5, 1927. (Seal)

D. G. Elliott,

Notary Public