

COMPARED  
NO. 844536 C.M.J.

## MORTGAGE RECORD No. 472

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 15 day of  
Nov. 1923, at 2:20 o'clock P.M.  
and duly recorded in Book 472 on page 193  
Fees \$.

TO

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

THIS INDENTURE, Made this 15th day of November A. D. 1923, between  
V. B. Brooks and F. B. Brooks his wife

of Tulsa County, in the State of Oklahoma, part 108 of the first part  
and Jesse Jones part V of the second part;  
of Tulsa

WITNESSETH, That said part 108 of the first part, in consideration of the sum of  
Three Hundred Ninety Eight & 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, his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

Lot Twenty (20) in Block Six (6) in Roosevelt Addition  
to the city of Tulsa Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$08 and issued  
Receipt No. 12454 for or in payment of mortgage  
tax on the Tulsa mortgage.

Dated this 16 day of Nov. 1923

W. W. Stuckey, County Treasurer

S. B.  
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 Seven promissory note of even date here-  
with. One for \$60.00 due Dec. 1st, 1923 and five notes for \$60.00 due and payable on  
each month thereafter and one note for \$38.00 due June 1st 1924  
made to Jesse Jones

or order, payable at Tulsa  
with eight per cent interest per annum, payable semi-annually and signed by  
V. B. Brooks and F. B. Brooks, his wife  
Said first part 108 hereby covenant that they are the owner. In fee  
simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same and  
the V. B. Brooks and F. B. Brooks, his wife will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said  
premises in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 One Hundred 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 108 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 may effect such insurance or pay such taxes and assessments and shall  
be allowed interest thereon at the rate of eight 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 108 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 108 of the first part have hereunto set their hand the day and year first above written.

V. B. Brooks  
F. B. Brooks

## 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 15th day of November 1923, personally appeared V. B. Brooks and F. B. Brooks, his wife  
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 March 1, 1923. 1923 (Seal)

Will H. Byrd,

Notary Public