

NO. 245183 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 23 day of

Nov. 1923 at 2:30 o'clock P.M.

and duly recorded in Book 472 on page 209

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 6th day of July A. D. 1923, between

James A. Owens and Geneive P. Owens, his wife

of Tulsa County, in the State of Oklahoma, part 1es of the first part

and Leonard & Braniff, a corporation

of Tulsa, part of the second part;

WITNESSETH, That said part 1es of the first part, in consideration of the sum of

One Hundred Thirty-five and 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, its heirs

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

Oklahoma to-wit:

Lot Two (2) Block Seven (7) Riverview Addition to the city of Tulsa, Tulsa County, Oklahoma according to the Recorded Plat thereof.

TREASURER'S RECEIPT

I hereby certify that \$102 and issued

Receipt No. 12634 for payment of mortgage

for \$23.00 due January 6th, 1924

W. W. French, County Clerk

S.B.

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 six promissory notes of even date here-

with, One for \$ 22.40 due Aug. 6th, 1923 one for \$22.40 due Sept. 6th 1923, one for

\$22.40 due Oct. 6th, 1923 one for \$22.40 Nov. 6, 1923, one for \$22.40 Dec. 1923, one 192

for \$23.00 due January 6th, 1924

made to Leonard & Braniff, a corporation

or order, payable at Tulsa

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

Said first part 1es hereby covenant that they are owners in fee

simple of said premises and that they are free and clear of all incumbrances except a mortgage to Mortgage-Bond Co. dated

June 18th, 1923 in amount of \$4500.00

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 1es agree to insure the buildings on said

premises in the sum of \$ 132.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es

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

Said first part 1es, 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 Fifty and No/100 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 1es shall pay or cause to be paid to said second part y its 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 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 1es 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 1es of the first part ha yS hereunto set their hand, S the day and year first above written.

James A. Owens

Geneive P. Owens

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 6th day of July 1923, personally appeared within and foregoing

James A. Owens and Geneive P. Owens, 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 10-6-26 192 (Seal)

B. French,

Notary Public