

NO. 245104 C.M.

BLACK PRINTING CO. TULSA

TREASURER'S ENDORSEMENT

Filed for recording on the 24 day of May 1923

W. B. King, Jr., Editor

Deriviv

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 210

Fees \$

O. G. Weaver.

(Seal)

Brady Brown.

County Clerk

By

THIS INDENTURE, Made this Twenty Sixth day of June, A. D. 1923, between
Joseph F. LaBarge and Hortense La Barge, his wife

of Tulsa County, in the State of Oklahoma, part ies of the first part
and Leonard & Braniff, a corporation
of Tulsa part V of the second part:

WITNESSETH, That said part 100 of the first part, in consideration of the sum of Ninety Three 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 Nine (9) Block Seven (7) Pilcher Summit Addition to the city of Tulsa, Tulsa County, Okla. according to the Recorded Plat thereof.

#1. State of Oklahoma, Tulsa County, ss.
Before me the undersigned, a Notary Public in and for said County and State, on this 26th day of June 1923, personally appeared Joseph F. La Barge, husband of Hortense La Barge to me known to be the identical persons who executed the within and foregoing 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. (Seal) B. French, Notary Public.

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 one promissory note of even date here-
with. One for \$ 95.00 due January 26th, 1924
Leonard & Braniff, a corporation 192
made to

or order, payable at Tulsa
with 7 per cent interest per annum, payable semi-annually and signed by Joseph F. La Barge and Hortense La Barge, his wife

Said first part 188 hereby covenant that they are owner in fee
simple of said premises and that they are free and clear of all incumbrances mortgage to Leonard & Braniff in amount of
\$3100.00 dated June 15, 1923

That they have 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 1st agree to insure the buildings on said premises in the sum of \$ 22,00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part, 10 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 Five 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 judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the payment of the principal debt hereby secured.

judgment or decree rendered in said action as foreclosed, and collected, and the lien thereon enforced in the same manner as the principal debt hereby secured.

Now if said first part of \$ shall pay or cause to be paid to said second part of \$ 400 heirs or assigns said sum of of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and 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 mortgage may may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of per 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 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.

IN WITNESS WHEREOF, said part. 198 of the first part ha. ve hereunto set their hand by the day and year first above written

Joseph F. La Barge

Hortense La Barge

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.....

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, _____, a Notary Public in and for said County and State
on this 27th day of June 1923, personally appeared Hortense La Barge, wife of Joseph E. La Barge

on this _____ day of _____, 19____, personally appeared _____, _____, to me known to be the identical person, S, who executed the above instrument and acknowledged to me that he executed the same as his 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.

WITNESS my hand and notarial seal on
WITNESS my official hand and seal the day and year above set forth.

My commission expires 2-7-1926, 1926 (Seal)

Clyde L. Sears

Notary Public