

COMPARED
245199 C.M.J.
NO.

MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

TREASURER'S ENDORSEMENT
I hereby certify that I received \$450 and issued
Receipt No. 12621 for the same in payment of mortgage
tax on the within mortgage.
Dated this 23 day of November, 1923
W. W. Smedley, County Treasurer
S. B. Deputy

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 23 day of
NOV. 1923 at 3:10 o'clock P.M.
and duly recorded in Book 472 on page 211
Fees \$
O. G. Weaver,
(Seal) County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 17th day of October A.D. 1923, between
E. P. Philkoff and Marion Philkoff, his wife
of Tulsa County, in the State of Oklahoma, part 188 of the first part
and A. V. Thomas
of Tulsa, Oklahoma, part V of the second part;
WITNESSETH, That said part 188 of the first part, in consideration of the sum of
Four Thousand Five Hundred Forty 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, heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

East Half of the Northeast Quarter and Northwest Quarter of the
Northeast Quarter of Section Twenty-eight, Township Eighteen North,
Range Thirteen East, less One acre of land, square in form, in the
Northeast corner of the Northeast Quarter,

#1. State of Oklahoma, Tulsa County, ss.
Before me the undersigned, a Notary Public in and for said County and State, on this 17
day of October 1923, personally appeared S. P. Philkoff and Marion Philkoff, his wife
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 January 4, 1925. (Seal) Chris Pearson, Notary Public.

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 ten promissory note of even date here-
with. Each One for \$454.00 due payable on or before every six months thereafter until all of
said notes are paid with interest at 6 per cent from January 1, 1924. 192
made to A. V. Thomas

or order, payable at
with per cent interest per annum, payable semi-annually and signed by

Said first part 188 hereby covenant that they are the owner in fee
simple of said premises and that they are free and clear of all incumbrances except mortgage now of record

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 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 188
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 188 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 \$500.00 Five 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 188 shall pay or cause to be paid to said second part his heirs or assigns said
sum of money in the above described notes 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 188 waive notice of election to declare the whole debt as above and also the benefit of any valuation or appraisal laws.
IN WITNESS WHEREOF, said part 188 of the first part have hereunto set their hand the day and year first above written.

E. P. Philkoff
Marion Philkoff

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS
That A. D. Thomas of Tulsa County, Oklahoma, the within
named mortgagee in consideration of the sum of One Dollar and other valuable considerations DOLLARS
to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
Florence M. Griggs her
heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, S 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 Shereunto set his hand this 23 day of
November 1923

A. V. Thomas

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned, a Notary Public in and for said County and State
on this 23 day of November, 1923, personally appeared
A. V. Thomas to me known to be the identical person 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 official hand and seal the day and year above set forth.
My commission expires January 4, 1925 (Seal) Chris Pearson, Notary Public

#1.