

NO. 245720 C.H.J.

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FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 1 day of Dec. 1923 at 8:40 o'clock A.M.

and duly recorded in Book 472 on page 219

Fees \$.

TO

(Seal) O. G. Weaver,

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 20th day of October, A.D. 1923, between

H. H. Mitchell

of Tulsa County, in the State of Oklahoma, part 108 of the first part

and John Brandle

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

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

Twelve Hundred Eighty-five and No/100

Dollars

the receipt of which is hereby acknowledged, do hereby 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:

The West Half of the West Half of Lot Ten (10) of Tulsa Garden Acres Subdivision, being a sub-division of the S $\frac{1}{2}$  of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 32, Township 20 North, Range 13 East, according to the recorded plat thereof,

The above described property is not now, and has not at any time prior hereto, been used, claimed or occupied by grantor or any member of his family as his or their homestead.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$/30 and issued Receipt No. 12742 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of Dec. 1923

O. G. Weaver, County Treasurer

Deputy

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever,

This conveyance is intended as a mortgage to secure the payment of one installment promissory note of even date herewith. One for \$1,285.00 payable in consecutive monthly installments of \$20.00 per month beginning November 20, 1923 made to John Brandle

or order, payable at 300 West First St. Tulsa, Okla.

with eight per cent interest per annum, payable monthly and signed by H. H. Mitchell and Emma May Mitchell, his wife,

Said first part hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances

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

Said first part 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 mortgagee will pay to the said mortgagee 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 shall pay or cause to be paid to said second part his 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 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 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 waive 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 108 of the first part has hereunto set their hands the day and year first above written.

H. H. Mitchell

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 has hereunto set hand this day of 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned

on this 24th day of October, 1923, personally appeared within and foregoing

H. H. Mitchell to me known to be the identical person 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 January 2, 1927. (Seal)

Arden E. Ross,

Notary Public