

NO. 250803 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 9 day of

Feb. 1924 at 1:00 o'clock P.M.

and duly recorded in Book 472 on page 337

Fees \$

(Seal) O. G. Weaver,

By Brady Brown, County Clerk

Deputy

THIS INDENTURE, Made this 9th day of February A.D. 1924, between Ethel T. Beesley and her husband W.W. Beesley and Minnie B. Pickens of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part and Jas. B. Bragassa of Tulsa, Tulsa County, Oklahoma part 2nd of the second part; WITNESSETH, That said part 1st of the first part, in consideration of the sum of Ten Thousand Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

South East Quarter (SE $\frac{1}{4}$) of the North East Quarter (NE $\frac{1}{4}$) of Section Thirty (30), Township Nineteen (19) North Range Thirteen (13) East.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.00 and issued Receipt No. 13761 for the payment of mortgage tax on the within mortgage.

Dated this 9 day of Feb. 1924 W. W. Stanley, County Treasurer

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 herewith, One for \$10,000.00 due February 9th, 1926 and signed by Ethel T. Beesley, W.W. Beesley and Minnie B. Pickens with 10% interest after maturity and 10% attorney fees made to Jas. B. Bragassa

or order, payable at Tulsa, Oklahoma with Eight per cent interest per annum, payable semi-annually and due on Aug. 9th & Feb. 9th, in each year until due according to 4 interest coupon notes attached.

Said first part 1st hereby covenant that they are the lawful owner in fee simple of said premises and that they are free and clear of all incumbrances and that they are in possession of same

That they have good right and authority to convey and encumber the same and the 2nd will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 ten percent on all sums due and unpaid 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 1st shall pay or cause to be paid to said second part 2nd 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 6% 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, and all homestead exemptions, rights and benefits.

Said first part 1st 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 1st of the first part have hereunto set their hand, the day and year first above written.

Ethel T. Beesley Minnie B. Pickens

W. W. Beesley

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 his 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 9th day of February, 1924, personally appeared Ethel T. Beesley, her husband W.W. Beesley and Minnie B. Pickens 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 May 6, 1924.

Crilla Belle Roby,

Notary Public