

NO. 239139 C.M.J.

BLACK PRINTING CO. TULSA

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$240 and issued  
Receipt No. 378 for payment of mortgage

on the within mortgage  
Dated this 20 day of Aug, 1923

W. W. Stuckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County vs.

This instrument was filed for record on the 30 day of

August 1923 at 3:15 o'clock P.M.

and duly recorded in Book 472 on page 34

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this 24th day of August A. D. 1923, between

L. M. Campbell and Mildred V. Campbell, his wife

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

and Chris Pearson Tulsa, Oklahoma part 2nd of the second part;

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

Four Thousand and No/100 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:

an undivided one-half (1/2) interest in and to the east twenty (20) feet of the north twenty-five (25) feet of lot thirteen (13) and the north twenty-five (25) feet of lots fourteen (14) fifteen (15) sixteen (16) seventeen (17) and eighteen (18) in block seventeen (17) West Tulsa, an addition to the city of Tulsa, according to the recorded plat thereof.

#1.

State of Oklahoma, Tulsa County, ss.

Before me R. E. Thompson, a Notary Public in and for said County and State, on this 24th day of August 1923, personally appeared L. M. Campbell and Mildred V. Campbell, 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 hand and seal the day and year above set forth.

My commission expires March 4, 1925. (Seal) R. E. Thompson, 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 forty (40) promissory notes of even date here-with. One for \$100.00 due October 1st, 1923 and thirty-nine (39) notes for \$100.00 each and due on the first day of each month thereafter beginning November 1st, 1923. 192 made to Chris Pearson

or order, payable at Exchange Nat. Bank

with 8 per cent interest per annum, payable semi-annually and signed by

L. M. Campbell and Mildred V. Campbell

Said first part 1st hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage to Georgia State Saving and Loan Association originally for \$10,000. less 6 payments.

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 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 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 mortgagee will pay to the said mortgagee 10 percent unpaid balance 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 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 \$ of money in the above described note 1st mentioned, together with the interest thereon according to the terms and tenor of said note 1st 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 1st 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 1st waive notice of election to declare the whole debt 1st above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part ha. VS. hereunto set their hand 1st the day and year first above written.

L. M. Campbell

Mildred V. Campbell

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That Chris Pearson of Tulsa County, Oklahoma, the within

named mortgagee in consideration of the sum of One Dollar and other good and valuable consideration

to him in hand paid, the receipt whereof is hereby acknowledged, do 1st hereby sell, assign, transfer, set out and convey unto

The Exchange National Bank

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 1st hereunto set his hand this 30th day of

August 1923

Chris Pearson

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State

on this 30th day of August 1923, personally appeared

Chris Pearson 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 hand and notarial seal on the day and date last above written.

Witness my official hand and seal the day and year above set forth.

My commission expires March 4, 1925. (Seal) R. E. Thompson,

#1.

Notary Public