

BLACK PRINTING CO. TULSA

FROM  
TO  
STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 28 day of Feb. 1924 at 11:30 o'clock A.M.  
and duly recorded in Book 472 on page 377  
Fees \$  
O. G. Weaver,  
(Seal) Brady Brown, County Clerk  
By Deputy

THIS INDENTURE, Made this 28th day of Jan. A.D. 1924, between  
Roxie McIntosh and Grace McIntosh, wife and husband  
of Alsuma, Tulsa County, in the State of Oklahoma, part 188 of the first part  
and W. T. Brumbaugh  
of Broken Arrow, Oklahoma, part V of the second part;  
WITNESSETH, That said part 188 of the first part, in consideration of the sum of One Hundred Fifty 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, his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 54 and Lots 1, 2 and 3, in Block 55, all in the Town of Alsuma, according to the recorded plat thereof.

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29 Feb 4  
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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 \$150.00 due Jan. 28, 1925  
made to W. T. Brumbaugh  
or order, payable at his office from maturity  
with ten (10) per cent interest per annum payable semi-annually and signed by Roxie McIntosh and Gabe McIntosh, wife and husband  
Said first part 188 hereby covenant that they are the lawful owners in fee simple of said premises and that they are free and clear of all incumbrances  
they have  
That the Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 188 agree to insure the buildings on said premises in the sum of \$200.00 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 fifty 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 thereof 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 Y 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 (10) 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 stay, valuation or appraisal laws.  
IN WITNESS WHEREOF, said part 188 of the first part have hereunto set their hand and seal the day and year first above written.  
Roxie McIntosh  
Gabe McIntosh

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 192

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, R. A. Wallingford, a Notary Public in and for said County and State on this 28th day of January 1924, personally appeared Roxie McIntosh and Gabe McIntosh, wife and husband to me known to be the identical person, S 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 Nov. 4, 1926. (Seal)  
R. A. Wallingford,  
Notary Public