

NO. 254934 C.M.J.

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FROM

STATE OF OKLAHOMA, Tulsa County ss. 3

This instrument was filed for record on the 3 day of

April 1924 at 4:55 o'clock P.M.

and duly recorded in Book 472 on page 442

O. G. Weaver,

(Seal) \_\_\_\_\_ County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this third day of April, A.D. 1924, between  
Wynona Galbreath and G. H. Galbreath, wife and husband,  
of Tulsa County, in the State of Oklahoma, part 108 of the first part  
and Fred W. Steiner,  
of Tulsa county, Oklahoma, part V of the second part;

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Eleven Hundred and Fifty (\$1150.00) No/100 Dollars  
the receipt of which is hereby acknowledged, do as 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:

Lot Eight (8) in Block Eleven (11) in Maple Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof; also known as 1632 South Cincinnati Avenue, Tulsa Oklahoma.

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 twenty-three (23) promissory notes of even date herewith. One for \$50.00 due May 3, 1924 and twenty-two (22) for \$50.00 each due one on the third of each and every month thereafter until the sum of Eleven Hundred and Fifty Dollars is paid. Fred W. Steiner

or order, payable at Exchange Trust Company  
with eight per cent interest per annum, payable semi-annually and signed by Wynona Galbreath and G. H. Galbreath

Said first part ~~198~~ hereby covenant that they are owner 2 in fee simple of said premises and that they are free and clear of all incumbrances except mortgage of \$3750.00

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 108 agree to insure the buildings on said premises in the sum of 750.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 100 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 One Hundred (\$100.00) Dollars as attorney's or solicitor's fees thereon, 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 same manner as the principal debt hereby secured.

Now if said first part 10.95 shall pay or cause to be paid to said second part 5.00 HIS heirs or assigns said sum \_\_\_\_\_ of money in the above described note. S mentioned, together with the interest thereon according to the terms and tenor of said note. S 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 mortgage \_\_\_\_\_ 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 paid premises.

IN WITNESS WHEREOF, said part. ies of the first part ha. ve hereunto set their hand s the day and year first above written.

Wynona Galbreath  
G. H. Galbreath

## 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.....ha.....hereunto set.....hand.....this.....day of.....

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maurice A. Devinna, a Notary Public in and for said County and State  
on this 3d day of April, 1924, personally appeared Wynona Galbreath & G. E. Galbreath, husband & wife within and foregoing  
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 11th 192 7. (Seal) Maurice A. DeVinna,

**Notary Public**