

MORTGAGE RECORD No. 472

239587 C.M.J.
NO. _____

BLACK PRINTING CO. - TULSA

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued
Receipt No. 11440 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Sept 1923

W. W. Stuckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 7 day ofSept. 1923 at 2:30 o'clock P.M.and duly recorded in Book 372 on page 58

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 29th day of March A. D. 1923, betweenRedmond Holmes & Ellis Holmes,of Tulsa County, in the State of Oklahoma, part V of the first partand W. E. Winnof Tulsa part V of the second part;WITNESSETH, That said part V of the first part, in consideration of the sum of (\$200.00)Two hundred & 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 heirsand assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

All of Lot (5) Five and lot (6) Six Block (7) Seven, Rosedale Addition
to the city of Tulsa, as per the recorded plat thereof.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-
taining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date here-
with. One for \$ 200.00 due April 29, 1923

made to W. E. Winn 1923

or order, payable at 211 N. Elginwith 10 per cent interest per annum, payable semi-annually and signed byRedmon Holmes & Ellis Holmes

Said first part ies hereby covenant s that they are owner s in fee
simple of said premises and that they are free and clear of all incumbrances no exceptions

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

Said first part ies further expressly agree s 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 --- 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
judgment 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 ies shall pay or cause to be paid to said second part ies heirs or assigns said
sum --- of money in the above described note ies mentioned, together with the interest thereon according to the terms and tenor of said note ies
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 ies may effect such insurance or pay such taxes and assessments and shall
be allowed interest thereon at the rate of --- 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 ies 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 ies waive s notice of election to declare the whole debt ies above and also the benefit to stay, valuation or appraisal laws.IN WITNESS WHEREOF, said part ies of the first part ies hereunto set their hand s the day and year first above written.Ellis HolmesRedmon Holmes

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That --- of --- County, Oklahoma, the within
named mortgagee ies in consideration of the sum of --- DOLLARS

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

--- heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note ies 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 ies ha ies hereunto set their hand s this --- day of
---, 192---

STATE OF OKLAHOMA, Tulsa County, ss.

Before me,

Keith W. Smileyon this 29th day of March, 1923, personally appeared Redmon Holmes & Ellis Holmes within and foregoing

Redmon Holmes & Ellis Holmes to me known to be the identical person s who executed the above instrument
and acknowledged to me that th. h. y. executed the same as th. h. y. 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 Mar. 26, 1927 (Seal)Keith W. Smiley,

Notary Public