

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 21st

Sept. 1923 at 1:00 P.M.

and duly recorded in Book 472 on page 81

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 20th day of September A. D. 1923 between Jennie Von Holten and E. W. Von Holten, her husband

of Tulsa County, in the State of Oklahoma, part of the first part and L. J. Martin part of the second part;

WITNESSETH, That said part of the first part, in consideration of the sum of Two Thousand One Hundred Eighteen and 40/100 (\$2118.40) Dollars the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 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 Six (6), Block Eight (8) Martin Addition to the city of Tulsa, Oklahoma.

This mortgage is given as part of the purchase price of the above property.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2118.40 and fee

of \$1.00 for the filing of this mortgage.

Dated the 21 day of Sept 1923

W. W. Sweeney, County Treasurer

R. Quinn

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 \$2118.40 due in monthly installments of \$25.00 each

made to L. J. Martin

or order, payable at Tulsa, Oklahoma Monthly with Eight (8) per cent interest per annum, payable semi-annually and signed by

Jennie Von Holten and E. W. Von Holten, her husband

Said first part hereby covenant that she is owner in fee simple of said premises and that they are free and clear of all incumbrances.

That she has good right and authority to convey and encumber the same and will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agrees to insure the buildings on said premises in the sum of \$1250.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agrees 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 and No/100 Dollars and 10 per cent of \$2118.40 as attorney'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 manner as the principal debt hereby secured.

Now if said first part shall pay or cause to be paid to said second part his heirs or assigns said sum of \$2118.40 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 Eight (8) 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 waives 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 of the first part has hereunto set their hand the day and year first above written.

Jennie Von Holten

E. W. Von Holten

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 has hereunto set hand this day of 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Virginia Owen

on this 21st day of September 1923, personally appeared Jennie Von Holten and E. W. Von Holten, her husband, 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 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 January 22, 1927. (Seal)

Virginia Owen,

Notary Public