

COMPARED

NO. 216966

C. V. J.

MORTGAGE RECORD NO. 408

121

I hereby certify that I received \$134.25 and is a Receipt No. 6842 FROM therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

(Seal) Deputy

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 20 day of Dec 1922 at 2:30 o'clock A.M. and duly recorded in Book 408 on page 121

Fees \$

O. D. Lawson,

(Seal)

F. Delman,

County Clerk.

Deputy.

THIS INDENTURE, Made this 1st day of December A. D. 1922, between

J. D. Cross and Mable Cross, his wife,

Tulsa, Tulsa

County, in the State of Oklahoma,

part 1st of the first part, and Marie L. Weber

part 2nd of the second part;

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

Thirteen Hundred

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 her

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Two (2) in Block Four (4) in East Highland Addition to the City of Tulsa, Oklahoma, according to the recorded official plat thereof.

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 Fifty-two promissory note \$ of even date herewith. One for \$ 25.00 due January 1st, 1923 and the balance of said notes due and payable on the first of each consecutive month thereafter, each of said notes \$25.00 made to Marie L. Weber

or order, payable at Tulsa, Okla.

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

J. D. Cross and Mable Cross, his wife,

Said first part 1st hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except a first mortgage favor of the United Savings & Loan Association, Tulsa, Oklahoma,

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 \$ 1,200.00 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 Attorney fees as provided in said notes 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 1st shall pay or cause to be paid to said second part 2nd her 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 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 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 due as above and also the benefit to stay, valuation or appraisalment laws. IN WITNESS WHEREOF, said part 1st of the first part ha. Ve. hereunto set their hand the day and year first above written.

J. D. Cross

Mabel Cross

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 1922.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of December 1922, personally appeared J. D. Cross and Mabel Cross, his wife,

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 official hand and seal the day and year above set forth. My commission expires Sept. 25th, 1926. (Seal)

Jennie L. Hoover,

Notary Public.