

COMPARED

NO. 222635 C. V. J.

MORTGAGE RECORD NO. 408

255

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| <p>FROM</p> <p>TO</p> | <p>STATE OF OKLAHOMA, Tulsa County, ss. 23rd</p> <p>This instrument was filed for record on the Feb. 1923 at 3:40 o'clock P. M., and duly recorded in Book 408 on page 255</p> <p>Fees \$</p> <p>O. G. Weaver,</p> <p>(Seal) Brady Brown, County Clerk.</p> <p>By Deputy.</p> |
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THIS INDENTURE, Made this 20th day of February A. D. 1923, between Elmer Stout and Dovie Stout, his wife, and Bert Parker and Iva Parker, of Tulsa his wife, County, in the State of Oklahoma, the part 1es of the first part, and T. F. Skinner of Tulsa, Oklahoma, part 2 of the second part:

WITNESSETH, That said part 1es of the first part, in consideration of the sum of Nine Hundred (\$900.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) and Lot Twelve (12) of Acme Acre Addition to the city of Tulsa, according to the recorded plat thereof.

I hereby certify that this instrument was filed for record on the 24th day of Feb. 1923 at 3:40 o'clock P. M. and duly recorded in Book 408 on page 255.

WAYNE L. DICKEY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, unto said part 1es of the first part, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of one certain promissory note, even date here with, One for \$ 900.00 due November 20th, 1923

made to T. F. Skinner

or order, payable at eight per cent interest per annum, payable semi-annually and signed by Elmer Stout and Bert Parker

Said first part 1es hereby covenant that they are the owner, S. in fee simple of said premises and that they are free and clear of all incumbrances

That they have good right and authority to convey and encumber the same, and the 2 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said premises in the sum of \$ 500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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 a reasonable attorney fee. Said first part 1es agree to pay to the said mortgagee 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 1es shall pay or cause to be paid to said second part 2 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 eight 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 1es waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws. IN WITNESS WHEREOF, said part 1es of the first part have hereunto set their hands the day and year first above written.

Dovie Stout Elmer Stout
Iva Parker Bert Parker

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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 hereunto set hand this day of 192

STATE OF OKLAHOMA, Tulsa County, ss. Before me Chas. W. Wortman a Notary Public in and for said County and State on this 20th day of February 1923, personally appeared Elmer Stout and Dovie Stout, his wife and Bert Parker and Iva Parker, his wife to me known to be the identical persons 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 September 18, 1924 (Seal) Chas. W. Wortman, Notary Public.