

COMPARED

NO. 232952 C.M.J.

MORTGAGE RECORD NO. 408

503

BLACK-PRINTING CO. TULSA

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 11 day of June 1923, at 10:50 o'clock A. M., and duly recorded in Book 408 on page 503

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk.

Deputy.

THIS INDENTURE, Made this 11th day of June A. D. 1923, between H. R. Settlemoir and Lexie May Settlemoir, his wife, of West Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part, and H. A. Speight of West Tulsa, Oklahoma, part 108 of the second part: WITNESSETH, That said part 108 of the first part, in consideration of the sum of Two Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 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 Thirty-nine (39) in Block Ten (10) in Carbondale, Tulsa County, Oklahoma, according to the recorded official plat thereof,

THE TULSA COUNTY CLERK'S OFFICE  
I hereby certify that the foregoing instrument was duly recorded in Book 408 on page 503 on the 11th day of June 1923.  
WAYNE L. LICKY, County Treasurer  
A. G. Deputy

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 \$2,000.00 due and payable at \$50.00 per month, beginning April 11th, 1925 privilege hereby reserved to pay all or part of said payments in advance, made to H. A. Speight

or order, payable at Tulsa, Okla.,

with eight per cent interest per annum, payable semi-annually and signed by H. R. Settlemoir and Lexie May Settlemoir, his wife,

Said first part 108 hereby covenant that they are the legal owner of said premises and that they are free and clear of all incumbrances except a first mortgage for \$700.00 favor United Savings & Loan Assn. of Tulsa, Okla.

That they have good right and authority to convey and encumber the same, and the said first part 108 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 \$1,200.00 subject to the first mortgage first.

Said first part 108 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 Two Hundred 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 108 shall pay or cause to be paid to said second part 108 their 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 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 said premises.

Said first part 108 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 108 of the first part have hereunto set their hand, the day and year first above written.

H. R. Settlemoir  
Lexie May Settlemoir

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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, A. V. Long, a Notary Public in and for said County and State on this 11th day of June 1923, personally appeared H. R. Settlemoir and Lexie May Settlemoir, 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 May 1st, 1926, 192 (Seal)

A. V. Long,

Notary Public.