

COMPARED

505

NO. 233016 C.M.J. MORTGAGE RECORD NO. 408

BLACK-PRINTING CO., TULSA

<p>FROM</p> <p>TO</p>	<p>STATE OF OKLAHOMA, Tulsa County, ss.</p> <p>This instrument was filed for record on the <u>11</u> day of <u>June</u> 192<u>3</u>, at <u>4:05</u> o'clock <u>P.</u>M., and duly recorded in Book <u>408</u> on page <u>505</u></p> <p>Fees \$</p> <p><u>O. G. Weaver,</u> (Seal) County Clerk. By <u>Brady Brown,</u> Deputy.</p>
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THIS INDENTURE, Made this 1st day of June A. D. 1923, between Anna J. Bradford, a widow, of Tulsa County, in the State of Oklahoma, ss. part V of the first part, and F. W. Insull, of Tulsa County, in the State of Oklahoma, ss. part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of Five Hundred and No/100 (500.00) Dollars, the receipt of which is hereby acknowledged, do ss. by these presents grant, bargain, sell and convey unto said part V of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lots Nine (9) and Ten (10) in Block Twenty-one (21), Cherokee Heights Addition to the city of Tulsa, Tulsa County, Oklahoma.

(This mortgage is given subject to first mortgages covering the East One Hundred (100) feet of said lots Nine and Ten, which mortgages now appear of record in the office of the County Clerk, within and for Tulsa County, State of Oklahoma, amounts \$1800 and \$2000.)

TREASURY DEPARTMENT
RECEIVED
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TULSA, OKLA.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Five Hundred (500.00) Dollars evidenced by seven promissory notes of even date here-with. One for \$100.00, due July 1, 1923, and one for \$100.00, due on the 1st day of each and every month thereafter until all are paid; and one amount \$20.00, due Nov. 1, 1924 made to F. W. Insull

or order, payable at Tulsa, Okla.

with seven per cent interest per annum, payable semi-annually and signed by Anna J. Bradford and C. A. Bradford, her son

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

except as shown above.

That she has good right and authority to convey and encumber the same, and

She will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree ss. 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 V agree ss. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree ss. 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 \$150.00 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 V shall pay or cause to be paid to said second part V his heirs or assigns said sum 500.00 of money in the above described note ss. mentioned, together with the interest thereon according to the terms and tenor of said note ss. 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 ss. 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 ss. 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 V waive ss. 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 V of the first part ha ss. hereunto set her hand ss. the day and year first above written.

Anna J. Bradford
C. A. Bradford

KNOW ALL MEN BY THESE PRESENTS:
That ss. of Tulsa County, Oklahoma, the within named mortgagee ss. in consideration of the sum of 500.00 DOLLARS. to ss. in hand paid, the receipt whereof is hereby acknowledged, do ss. hereby sell, assign, transfer, set out and convey unto ss. heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note ss. debts and claims thereby secured, and the covenants therefor contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.
IN WITNESS WHEREOF, The said mortgagee ss. ha ss. hereunto set her hand ss. this 11 day of June 1923.

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, ss., a Notary Public in and for said County and State on this 1st day of June 1923, personally appeared Anna J. Bradford and C. A. Bradford, her son within and foregoing instrument and acknowledged to me that ss. executed the same as ss. 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 July 31, 1926. (Seal) E. E. Ehret Notary Public.

200