

COMPARED

NO. 235368 C.M.J.

MORTGAGE RECORD NO. 408

567

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 10 day of

July 1923 at 10:10 o'clock A. M.

and duly recorded in Book 408 on page 567

TO

Fees \$
O. G. Weaver,

(Seal) County Clerk.

By Brady Brown, Deputy.

THIS INDENTURE, Made this First day of February A. D. 1923 between

J. F. Thompson and Delia Thompson (husband & wife)

of Tulsa County, in the State of Oklahoma part 1st of the first part, and

George C. Frickel and O. L. Stewart

of Tulsa part 1st of the second part:

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

One Thousand two seventy-five (\$1,275.00) Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma, to-wit:

Lots Five (5) and Twenty-two (22), Block One (1), Greenlawn Addition to the city of Tulsa, according to the recorded plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$1.04 and issued Receipt No. 10249 transfer in payment of mortgage tax on the within mortgage.

Dated this 7th day of July 1923

W. W. Stuckey, County Treasurer

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 a certain promissory note of even date here-

with, one for \$1,275.00 due at the rate of \$25.00 per month beginning March 1st 1923, 192

and \$25.00 each and every month thereafter until the full amount shall have been paid.

made to George C. Frickel & O. L. Stewart

or order, payable at Producers Nat'l Bank monthly

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

J. F. Thompson and Delia Thompson (husband & wife)

Said first part hereby covenant that they are owners in fee simple

of said premises and that they are free and clear of all incumbrances except a first mortgage in the sum of \$2,200.00

to The Home Building & Loan Ass'n.

That they have

good right and authority to convey and encumber the same, and

the V. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the building on said

premises in the sum of \$2,500.00 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 mortgagor will pay to the said mortgagee One hundred fifty and No/100 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 1st 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 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 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 1st waive notice of election to declare the whole debt due as above and also the same to pay valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

J. F. Thompson

Delia Thompson

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

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State

on this 1st day of February 1923, personally appeared within and foregoing

J. F. Thompson and Delia Thompson (husband & wife) to me known to be the identical person, B. who executed the story

instrument and acknowledged to me that h. s. 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 June 17, 1926, 192 (Seal)

Arthur B. Crawford,

Notary Public.