

COMPARED

NO. 235462. - BH

MORTGAGE RECORD NO. 408

575

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 11th day of July, 1923, at 11:30 o'clock A. M., and duly recorded in Book 408 on page 575.

TO

Fees \$.

(SEAL) O. G. Weaver,

County Clerk.

By Brady Brown

Deputy.

THIS INDENTURE, Made this 6th day of July, A. D. 1923, between C. R. Harris and Elsa Harris, husband and wife of West Tulsa, Tulsa County, in the State of Oklahoma, as the part-ies of the first part, and C. M. Williams of Tulsa, Oklahoma, part-ies of the second part: WITNESSETH, That said part-ies of the first part, in consideration of the sum of Fourteen hundred and no/100 (\$1400.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part-ies of the second part and unto his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot 11 in Block two (2) in Fuller-Water addition to West Tulsa, Oklahoma, according to the recorded plat thereof,

TREASURERS ENDORSEMENT

I hereby certify that I received \$1400.00 and issued Receipt No. 12567 thereon in payment of mortgage tax on the within mortgage.

Dated this 11th day of July, 1923

W. W. Shupey

County Treasurer

V. A. S.

County

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 thirty six (36) promissory note \$ of even date here with. One for \$40.00 due one month after date and thirty four (34) for \$40.00 192 are thirty six (36) months after date, all of even date herewith. made to C. M. Williams

or order, payable at Central Nat. Bank, with eight (8%) per cent interest per annum, payable semi-annually and signed by C. R. Harris and Elsa Harris totaling the principal sum of fourteen hundred and twenty dollars

Said first part-ies hereby covenant that they are the owners 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 they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part-ies agree to insure the buildings on said premises in the sum of \$1200.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part-ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part-ies 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's 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-ies shall pay or cause to be paid to said second part-ies 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 ten (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-ies 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-ies of the first part ha-ye hereunto set their hand and seal the day and year first above written.

C. R. Harris
Elsa Harris/

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-ye hereunto set hand this day of 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 10th day of July, 1923, personally appeared C. R. Harris and Elsa Harris, husband and 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 Aug. 9, 1923

(SEAL) Goldie Lyon,

Notary Public.