

MORTGAGE RECORD No. 472

241222 C.M. J.
NO.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 1 day of

Oct. 1923 at 3:00 o'clock P.M.

and duly recorded in Book 472 on page 101

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 29th day of September A. D. 1923, between

J. R. League an unmarried man

of Tulsa County, in the State of Oklahoma, part of the first part

and Ella M. Garrison, Trustee

of Tulsa, Okla. part of the second part;

WITNESSETH, That said part V. of the first part, in consideration of the sum of

Two Hundred (\$200)

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V. of the second part her heirs

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lots Twenty-five (25) Twenty-six (26) twenty-seven (27) and Twenty-eight (28) in Block Twelve (12) in Overlook Park Addition to the city of Tulsa, Oklahoma.

TREASURY DEPARTMENT

I hereby certify that the foregoing is a true and correct copy of the original as filed in the office of the County Clerk of Tulsa County, Oklahoma, on the 3rd day of October, 1923.

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S.B.

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 \$200 due Sept. 29, 1924

made to Ella M. Garrison Trustee

or order, payable at Tulsa, Okla.

with ten per cent interest per annum, payable semi-annually and signed by

J. R. League

Said first part V. hereby covenant, S. that he is owner, in fee simple of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same and will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V. agrees to insure the building on said premises in the sum of \$ for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part V. agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V. further expressly agree, S. 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 ten per cent of amount due 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 judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part V. shall pay or cause to be paid to said second part her 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 V. waives notice of election to declare the whole debt as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part V. of the first part has hereunto set his hand the day and year first above written.

J. R. League

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

his 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, County, ss.

Before me, a Notary Public in and for said County and State on this 29th day of Sept. 1923, personally appeared J. R. League within and foregoing

and acknowledged to me that he executed the same as his 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 18, 1925, 1923 (Seal)

Wesley P. Moore,

Notary Public