

NO. 241456 C.M.J.

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FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 4 day of

Oct. 1923 at 1:00 o'clock P.M.

and duly recorded in Book 472 on page 105

Fees \$

(Seal) O. G. Weaver,

By Brady Brown, County Clerk Deputy

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

Fannie White

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

and H. P. Guy Tulsa part of the second part;

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

One Hundred Dollars & No/100

Dollars

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 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 Seven (7) in Block One (1) in Rosedale Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$,02 and issued Receipt No 11832 there on in payment of mortgage tax on the within mortgage.

Dated this 5 day of Oct, 1923

W. W. Stackey, County Treasurer

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 \$ September 29th due December 29th, 1923

made to H. P. Guy

or order, payable at Tulsa

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

Fannie White

Said first part hereby covenant that she is owner in fee

simple of said premises and that they are free and clear of all incumbrances

That she 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 agrees to insure the buildings on said

premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 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 One 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

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 shall pay or cause to be paid to said second part 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 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 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 of the first part, has hereunto set her hand the day and year first above written.

Fannie White

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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, has hereunto set her hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Mrs. M. W. Nickel, a Notary Public in and for said County and State

on this 29th day of September 1923, personally appeared

Fannie White to me known to be the identical person who executed the above instrument

and acknowledged to me that she executed the same as her 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, October 21st, 1923 (Seal)

Mrs. M. W. Nickel,

Notary Public