

## MORTGAGE RECORD No. 472

NO. 241525 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

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This instrument was filed for record on the

Oct.

1923 at 9:00

o'clock A.M.

and duly recorded in Book 472 on page 106

Fees \$.

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 4th day of October, A. D. 1923, between

G. W. Henson and Effie Henson, husband and wife

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

and The West Tulsa State Bank

of West Tulsa part 8 of the second part:

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

Six Hundred and No/100

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 its heirs

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

Oklahoma to-wit:

All of Lot Eight (8) in Block Six (6) Clinton Addition to  
the city of Tulsa, Oklahoma, according to the recorded plat  
thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued  
Receipt No 1184 for a payment of mortgage  
tax on the within mortgage.

Dated this 6 day of Oct, 1923

W. W. Stanley, County Treasurer

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-  
taining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date here-  
with. One for \$ 600.00 due Oct. 4, 1924

signed by G. W. Henson and Effie Henson, with interest from date at 8% per  
annum, payable semi-annually, and attorney fees 10%  
made to West Tulsa State Bank

or order, payable at

with 8 per cent interest per annum, payable semi-annually and signed by

Said first part 1st hereby covenant that they owner 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  
the y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said  
premises in the sum of \$ 600.00 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 Sixty 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 1st shall pay or cause to be paid to said second part 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 8 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 as above and also the benefit of stay, valuation or appraisal laws.

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

G. W. Henson

Effie Henson

## 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

h 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 hand this day of

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, F. A. Singler, a Notary Public in and for said County and State

on this 4th day of October, 1923, personally appeared G. W. Henson and Effie Henson

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 October 13, 1926. (Seal)

F. A. Singler,

Notary Public