

COMPARED

MORTGAGE RECORD No. 472

No. 241585 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 6 day of

Oct. 1923 at 10:00 o'clock A.M.

and duly recorded in Book 472 on page 108

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 12th day of Sept. A. D. 1923, between

Wilfred P. White and Lily G. White

of Tulsa County, in the State of Oklahoma, part 108 of the first part

and Madeline Sullivan

of Tulsa part 108 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Three Hundred (\$300.00) Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part her heirs

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

The East Fifty (50) feet of Lot Nine (9) Block Three (3)
 Highlands Addition to the City of Tulsa, as is shown by
 the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued
 Receipt No. 11860 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Oct. 1923

W. W. Sweeney, 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 \$300.00 due in monthly payments of \$10.00 per month with interest at 8%
 per annum.

made to Madeline Sullivan

or order, payable at Tulsa, Okla.

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

Wilfred P. White and Lily G. White husband and wife

Said first part 108 hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except mortgages of record

That they have good right and authority to convey and encumber the same and
 the 108 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said
 premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Fifty 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 108 shall pay or cause to be paid to said second part 108 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 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 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 108 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 108 of the first part ha 108 hereunto set their hand 8 the day and year first above written.

Lily G. White

Wilfred P. White 417 W. 3rd

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, Tulsa County, ss.

Before me, Leone Johnson

a Notary Public in and for said County and State

on this 12th day of September, 1923, personally appeared Wilfred P. White & Lily G. White

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 hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth

My commission expires Feb. 19th, 1927, 1927 (Seal)

Leone Johnson,

Notary Public