

COMPARED

NO. 241728 C.M.J.

MORTGAGE RECORD No. 472

117

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 8 day of
Oct. 1923 at 4:15 o'clock P.M.
and duly recorded in Book 472 on page 117
Fees \$.

TO

O. G. Weaver,
(Seal) County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 21st day of August A. D. 1923, between
R. J. Irwin, a single man,
of Tulsa County, in the State of Oklahoma, part V of the first part
and G. F. Claypool
of part V of the second part;
WITNESSETH, That said part V of the first part, in consideration of the sum of
Five Hundred Fifty and No/100 (\$550.00) Dollars
the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said part V of the second part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

The East Twenty-five (25) feet of Lot Two (2) in Block Three (3) in
Highlands Addition to the city of Tulsa, according to the recorded
plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$30 and issued
Receipt No. 11807 therefor in payment of mortgage
tax on the within mortgage.

Dated the 21 day of Aug. 1923.

W. W. Gentry, Treasurer

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, unto 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 \$550.00 due August 21, 1926.
made to G. F. Claypool 192

or order, payable at ten
with ten per cent interest per annum, payable semi-annually and signed by R. J. Irwin

Said first part V hereby covenant that he is the 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
he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree to insure the buildings on said
premises in the sum of \$750.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 \$25.00 and ten per cent of the amount due 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 manner as the principal debt hereby secured.

Now if said first part V 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 V waive Notice of election to declare the whole debt as above and also the benefit of any 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.

R. J. Irwin

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 has hereunto set his 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 21st day of August, 1923, personally appeared R. J. Irwin, a single man, within and foregoing
to me known to be the identical person who executed the above instrument
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 January 2, 1927. (Seal)

Arden E. Ross,

Notary Public