

COMPARED

MORTGAGE RECORD No. 472

NO. 242370 C.H.J.

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 17 day of Oct. 1923 at 2:40 o'clock P.M.

and duly recorded in Book 472 on page 135

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk
DeputyTHIS INDENTURE, Made this 17th day of Sept. A.D. 1923, between
Carrie Kinlawof Tulsa County, in the State of Oklahoma, part of the first part
and W. E. Winn Lumber Co.

of Tulsa part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of (\$925.00)

Nine hundred twenty-five & No/100 Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

The South 1/2 of lot Fourteen (14) Block Two (2) Turley Addition
to the city of Tulsa, Okla. as per the recorded plat thereof.

This property is not claimed as a homestead by the party of the first part nor her husband.

I hereby certify that the above is a true and correct copy of the original as recorded in Book 472 on page 135 of the records of the State of Oklahoma, Tulsa County, on the 17th day of Oct. 1923.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, to 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 \$800.00 due Nov. 10, 1923 payable \$25.00 on the 10th of Oct. 1923, and 25.00 on the 10th of each month thereafter untill paid in full. 1923 made to W. E. Winn Lbr. Co.

or order, payable at 211 N. Elgin

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

Carrie Kinlaw

Said first part V hereby covenants that she is owner in fee simple of said premises and that they are free and clear of all incumbrances, no exceptions

That she is has good right and authority to convey and encumber the same and she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agrees to insure the buildings on said premises in the sum of \$800.00 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 agrees 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 Twenty-five & No/100 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 V 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 V waives notice of election to declare the whole debt above and also the benefit of stay, valuation or appraisal laws.

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

Carrie Kinlaw

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 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, Keith W. Smiley

a Notary Public in and for said County and State

on this 17 day of September 1923, personally appeared Carrie Kinlaw within and foregoing

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 Mar. 26, 1927, 1927 (Seal)

Keith W. Smiley,

Notary Public