

COMPARED

## MORTGAGE RECORD No. 472

NO. 238210 C.M.J.

MAYOR PRINTING CO. - TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County ss. 17  
 This instrument was filed for record on the August 1923 at 8:00 o'clock A.M.  
 and duly recorded in Book 472 on page 14  
 Fees \$ \_\_\_\_\_

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

THIS INDENTURE, Made this 10th day of August A. D. 1923, between  
 J. Olive Boydston and Tom D. Boydston her husband  
 of Tulsa County, in the State of Oklahoma, part 198 of the first part  
 and Guy Cleaver  
 of Muskogee, Okla. part V of the second part;  
 WITNESSETH, That said part 198 of the first part, in consideration of the sum of  
 Six Hundred and 00/100 Dollars  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part \_\_\_\_\_ of the second part \_\_\_\_\_ heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

Lot Eight (8) Block Five (5) Oak Grove Addition  
 to the city of Tulsa as shown on the recorded plat  
 thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$12 and issued  
 Receipt No. 11163 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 18 day of August 1923  
 W. W. Stuckey, County Treasurer  
 P.S.B.  
 Deputy

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

This conveyance is intended as a mortgage to secure the payment of two promissory note. \$ of even date here-  
 with. One for Three hundred and 00/100 due Nov. 10th, 1923 and one for Three hundred and 00/100  
 Dollars due February 10th, 1924.  
 made to \_\_\_\_\_ 192 \_\_\_\_\_

or order, payable at Muskogee, Okla.  
 with Eight (8) per cent interest per annum, payable semi-annually and signed by  
 J. Olive Boydston and Tom D. Boydston

Said first part 198 hereby covenant s that they are the owner s in fee  
 simple of said premises and that they are free and clear of all incumbrances except a first mortgage of sixty five hundred  
 Dollars in favor of Aetna Bldg. & Loan Association  
 they have

That the y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agree to insure the buildings on said  
 premises in the sum of \$ 98,000 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 198  
 agree s to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 \_\_\_\_\_ 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 198 shall pay or cause to be paid to said second part y their heirs or assigns said  
 sum s of money in the above described note s mentioned, together with the interest thereon according to the terms and tenor of said note s  
 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 Eight 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 198 waive s notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.  
 IN WITNESS WHEREOF, said part 198 of the first part ha y hereunto set their hand s the day and year first above written.

J. Olive Boydston  
 Tom D. Boydston

## 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 ha hereunto set hand this \_\_\_\_\_ day of  
 \_\_\_\_\_, 192 \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
 Before me, Caroline Baker \_\_\_\_\_, a Notary Public in and for said County and State  
 on this 10 day of Aug, 1923, personally appeared within and foregoing  
 J. Olive Boydston & Tom D. Boydston to me known to be the identical person s who executed the above instrument  
 and acknowledged to me that t h s y executed the same as t h s i 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 Oct. 31, 1923. (Seal)

Caroline Baker,

Notary Public