

NO. 242567 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 19 day of  
 Oct. 1923 at 10:30 o'clock A.M.  
 and duly recorded in Book 472 on page 142  
 Fees \$

TO

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

THIS INDENTURE, Made this 28th day of September, A. D. 1923, between  
 Edgar M. Lee, a single man,  
 of Tulsa County, in the State of Oklahoma, part Y of the first part  
 and W. W. Beattie  
 of Tulsa, Oklahoma, part Y of the second part:  
 WITNESSETH, That said part Y of the first part, in consideration of the sum of (\$3698.33)  
 Thirty-six Hundred Ninety-eight and 33/100 (\$3698.33) Dollars  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 South Forty (40) feet of Lot Three (3) in Block Six (6), Old  
 Town, now City of Tulsa, Tulsa County, Oklahoma, according to  
 the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$370 and issued  
 Receipt No. 12093 in payment of mortgage  
 tax on the within mortgage.

Dated this 20th day of Oct. 1923  
 W. W. Beattie, County Treasurer J.B.

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 \$3698.33 due 5 years after date 1923  
 made to W. W. Beattie

or order, payable at Tulsa  
 with Edgar M. Lee, payable semi-annually and signed by  
 Said first part Y hereby covenant that he is 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  
 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part Y agree to insure the buildings on said  
 premises in the sum of \$3,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part Y  
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y 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 One Hundred Dollars  
 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 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.

Now if said first part Y 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 10% per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said  
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 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 Y waive notice of election to declare the whole debt above and also the benefit to stay, valuation or appraisal laws.  
 IN WITNESS WHEREOF, said part Y of the first part has hereunto set his hand the day and year first above written.  
 I hereby agree that the above and foregoing shall  
 be first and prior to my mortgage of record for the Edgar M. Lee  
 sum of \$879.65. Dated Sept. 24 1923. Sept. 24/23

M. Bloom MAX BLOOM  
 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  
 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Howard E. Wolford, a Notary Public in and for said County and State  
 on this 29 day of Sept. 1923, personally appeared Edgar M. Lee, maker of foregoing mortgage and  
 Max Bloom who executed the consent to said mortgage within and foregoing  
 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 April 21st, 1924. (Seal)

Howard E. Wolford,

Notary Public