

MORTGAGE RECORD No. 472

NO. 242666 C.M.J.

DECKER PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 20 day of  
Oct. 1923 at 11:25 o'clock A.M.  
and duly recorded in Book 472 on page 145.  
Fees \$

TO

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

THIS INDENTURE, Made this 10th day of October A. D. 1923, between  
J. R. Caudle and wife, M. Ethel Caudle  
of Tulsa County, in the State of Oklahoma, part 1st of the first part  
and N. R. Graham  
of Tulsa, Oklahoma, part 2nd of the second part;  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Seven Hundred & No/100 Dollars  
(the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section  
Fourteen (14), Township Nineteen (19) North, Range Fourteen (14)  
East,

RECEIVED FOR RECORD  
I hereby certify the foregoing is a true and correct copy of the original as filed for record in my office.  
12096  
Tax of the State of Oklahoma  
Based on 20 day Oct 1923  
W. W. Sherry, County Treasurer  
S. B. Deputy

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 \$ 700.00 due October 10th, 1924  
made to N. R. Graham

or order, payable at Exchange Trust Co. Tulsa, Okla.  
with 7 per cent interest per annum, payable semi-annually and signed by  
J. R. Caudle and wife, M. Ethel Caudle

Said first parties hereby covenant that they are owners in fee  
simple of said premises and that they are free and clear of all incumbrances, except a \$1,000.00 mortgage and \$70.00 mortgage to  
Exchange Trust Company, both dated Sept. 17th, 1923.

That they have good right and authority to convey and encumber the same and  
the 7 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said  
premises in the sum of \$ 1,000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 \$70.00 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 parties shall pay or cause to be paid to said second party his heirs or assigns said  
sum of \$700.00 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, 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 parties 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 parties of the first part hereunto set their hand and seal the day and year first above written.

J. R. Caudle  
M. Ethel Caudle

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 hereunto set hand this day of  
1923

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, W. R. Frick, a Notary Public in and for said County and State  
on this 16th day of October 1923, personally appeared J. R. Caudle and wife, M. Ethel Caudle, to me known to be the identical persons 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 official hand and seal the day and year above set forth.  
My commission expires 4/30, 1927, 1927 (Seal) W. R. Frick,  
Notary Public