

NO. 242873 C.M.J.

BLACK PRINTING CO. TULSA

THIS INSTRUMENT IS A

FROM 122 and 123

1213

on the 23 day of Oct 1923

W. W. Stoney, County Clerk

By J. B.

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 23 day of

Oct. 1923 at 2:10 P. M.

and duly recorded in Book 472 on page 149

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 15th day of Oct. A. D. 1923, between

Z. T. Helm and Maude E. Helm, his wife,

of Tulsa County, in the State of Oklahoma, part 1st of the first part

and J. A. Porter and C. H. Sweet, part 1st of the second part;

of Tulsa, Okla., part 1st of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Seven Hundred Thirty-Five and 00/100 Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, their heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

Lot Five (5); Block Eight (8), Sunrise Terrace Addition to the city of Tulsa according to the recorded plat thereof.

This mortgage being given for the balance of the purchase price on the above described lot.

This mortgage being subject to a first mortgage in the amount of \$800.00 held by the United Savings and Loan Co.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or 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 \$20.00 due Nov. 26th, 1923 and one note of like amount due each thirty days thereafter until entire balance be paid. 192

made to J. A. Porter and C. H. Sweet

or order, payable at Monthly

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

Z. T. Helm and Maude E. Helm,

Said first part 1st hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances.

That they have 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 agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 10 per cent of the unpaid balance 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 making as the principal debt hereby secured.

Now if said first part 1st 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 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 part 1st waive 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 1st of the first part hereunto set their hand the day and year first above written.

Z. T. Helm

Maude E. Helm

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 hereunto set hand this day of

192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston

on this 15th day of Oct. 1923, personally appeared within and foregoing

Z. T. Helm and Maude E. Helm, his wife to me known to be the identical person 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 June 24, 1925. (Seal)

B. H. Johnston,

Notary Public