

MORTGAGE RECORD No. 472

NO. 243034 C.M.J.

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 25 day of

Oct. 1923 at 2:20 o'clock P. M.

and duly recorded in Book 472 on page 154

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this Twenty-fifth day of October A. D. 1923, between

Dan Pilcher, and Mollie E. Pilcher his wife, also known as Mary E. Pilcher

of Tulsa

County, in the State of Oklahoma,

part 198 of the first part

and L. T. Hill

of Russey, Iowa

part Y of the second part;

WITNESSETH, That said part 198 of the first part, in consideration of the sum of

Twelve Thousand Seven Hundred and Seventy-five and no/100 (\$12,775.00)

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 the city of Tulsa, Tulsa County and State of

Oklahoma to-wit:

Lots Twenty-three (23) and Twenty-four (24) in Block One (1), and Lot Two (2) in Block Two (2), and Lots One (1) and Six (6) in Block Seven (7) all in Pilcher Summit Addition, an addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof (there is a mortgage of \$5000.00 on said lots 23 & 24 of Block One, and a mortgage of \$3000.00 on said lot 2 of Block Two, both in favor of the Tulsa Building & Loan Association).

TREASURER'S ENDORSEMENT

I hereby certify that the sum of \$2,600.00 and interest thereon has been received for the payment of mortgage No. 12178 taken on the above described premises.

Dated at 25 day of Oct 1923

W. W. Spangler, County Treasurer

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 two certain promissory notes, of even date herewith. One for \$1000.00 due November 25th, 1923 and one note for \$11,775.00 due October 25th, 1924.

made to L. T. Hill

or order, payable at Tulsa, Okla.

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

said Dan Pilcher and Mollie E. Pilcher

Said first part 198 hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except as above referred to

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 \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 198 agree 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 ten per cent additional 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 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, his heirs or assigns said sum 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 S. 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 notice of election to declare the whole debt as above and also the benefit of 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.

Dan Pilcher

Mollie E. Pilcher

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, Chas. N. Provence

on this 25th day of October 1923, personally appeared within and foregoing

Dan Pilcher and Mollie E. Pilcher his wife also known as Mary E. Pilcher, 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 4th, 1927, 192 (Seal)

Chas. N. Provence,

Notary Public