

MORTGAGE RECORD No. 472

NO 243164 C.M.J.

BECKER PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

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This instrument was filed for record on the

Oct. 1923 at 9:40 o'clock A.M.

and duly recorded in Book 472 on page 159

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 26th day of Oct. A. D. 1923 between

L. R. Canfield and Mabel M. Canfield, his wife

of Tulsa County, in the State of Oklahoma, part 198 of the first part

and Woodrow W. Wilson

of Tulsa part 198 of the second part;

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

Twelve Thousand and 00/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 198 of the second part, his

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

Oklahoma to-wit:

The East Half (E $\frac{1}{2}$ ) of the West Half (W $\frac{1}{2}$ ) of the Southwest quarter (S.W. $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Nineteen North (19-N) Range Thirteen East (13-E), containing forty (40) acres, more or less according to the U. S. survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$720 and issued Receipt No. 12206 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Oct. 1923

W. W. Shockey, County Treasurer

Deputy

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 Five promissory note, \$ of even date here-

with. One for \$ 2400.00 due 1 yr. from date, and 1 of like amount due each 12 months

thereafter until all are paid. 192

made to Woodrow W. Wilson

or order, payable at Maturity

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

L. R. Canfield and Mabel M. Canfield

Said first part 198 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

the 198 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 \$ for the benefit of the mortgage 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 10 per cent of the unpaid balance.

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, 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 198 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 198 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 198 of the first part ha. 198 hereunto set their hand, S the day and year first above written.

L. R. Canfield

Mabel M. Canfield

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

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned

a Notary Public in and for said County and State

on this 26 day of Oct. 1923 personally appeared within and foregoing

L. R. Canfield and Mabel M. Canfield, his wife, to me known to be the identical person who executed the above instrument

and acknowledged to me that L. R. Canfield executed the same as his 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 July 4, 1927. (Seal)

D. G. Elliott,

Notary Public