

COMPARED

MORTGAGE RECORD No. 472

NO. 243385 C.M.J.

DEAR PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 30 day of

Oct. 1923, at 4:10 o'clock P.M.

and duly recorded in Book 472 on page 169

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 29th day of October A. D. 1923, between
 Ross Grosshart and Caroline Grosshart, his wife,
 of Tulsa County, in the State of Oklahoma, part 168 of the first part
 and B. C. Conner, Administrator with the Will Annexed of the Estate of J. W. Sturm,
 of deceased, of Tulsa, Tulsa Co., Oklahoma part 169 of the second part;
 WITNESSETH, That said part 168 of the first part, in consideration of the sum of
 Three Thousand and No/100 (\$3,000.00)
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 169 of the second part his successors
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lots One (1), Two (2), and Three (3), of Block Three (3), Kirkpatrick
 Heights Addition to the city of Tulsa, Oklahoma, according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that the above is a true and correct copy of the original
 Record 12557

Given this 30 day of Oct. 1923.

W. W. Mackey, County Treasurer

S.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 (1) promissory note of even date here-
 with. One for \$13,000.00 due October 29, 1926

made to party of the second part

or order, payable at Tulsa, Oklahoma

with seven (7) per cent interest per annum, payable semi-annually and signed by

Ross Grosshart and Emma S. Grosshart, his wife

Said first part 168 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 y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 168 agree to insure the buildings on said
 premises in the sum of \$13,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 168
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 168 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 The amount provided for in said note 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 manner as the principal debt hereby secured.

Now if said first part 168 shall pay or cause to be paid to said second part 169 his successors 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 ten (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 168 waive notice of election to declare the whole debt as above and also the benefit of any, valuation or appraisal laws.
 IN WITNESS WHEREOF, said part 168 of the first part ha ve hereunto set their hand the day and year first above written.

Ross Grosshart

Caroline Grosshart

KNOW ALL MEN BY THESE PRESENTS

ASSIGNMENT

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 ha hereunto set hand this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Eugene E. Hennig

on this 29th day of October 1923, personally appeared within and foregoing

Ross Grosshart and Caroline Grosshart, 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 Jan. 23, 1926, 192 (Seal)

Eugene E. Hennig,

Notary Public