

COMPARISON

MORTGAGE RECORD No. 472

NO. 243627 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 27th day of
Nov. 1923 at 12:00 o'clock P.M.
 and duly recorded in Book 472 on page 176
 Fees \$

TO

O. G. Weaver,
 (Seal)

County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this 8th day of Sept. A. D. 1923, between
Mary Garrison

of Drumright County, in the State of Oklahoma, part V of the first part
 and O. B. Hogan part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of
Two Hundred Dollars
 the receipt of which is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part his heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lot fifteen block one Bozarth Acres in Tulsa County, Okla. according to
 plat thereof containing one acre.

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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 promissory note of even date here-
 with. One for \$ 200.00 due Oct. 8, 1923
 made to V. B. Hogan

or order, payable at Room 4 McBirney
 with 10 per cent interest per annum, payable semi-annually and signed by
L. V. Garrison C. M. Hulse

Said first part V hereby covenant sthat she is owner in fee
 simple of said premises and that they are free and clear of all incumbrances.

That she has good right and authority to convey and encumber the same and
she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agrees ss 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 agrees
ss to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part agrees ss 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 fifty 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 same manner as the principal debt hereby secured.

Now if said first part agrees ss shall pay or cause to be paid to said second part V ss heirs or assigns said
 sum of \$200 of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note ss
 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 may 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 agrees ss waive ss 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 V of the first part has ss hereunto set her hand ss the day and year first above written.

Mary Garrison

L. V. Garrison

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 ss this --- day of
--- 192---

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Eugene P. Neal, a Notary Public in and for said County and State
 on this eighth day of September 1923, personally appeared within and foregoing
Mary Garrison and L. V. Garrison wife and husband, to me known to be the identical person ss who executed the above instrument
 and acknowledged to me that ss 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 March 9, 1925 192--- (Seal)

Eugene P. Neal,

Notary Public