

COMPARED

NO. 244290 C.H.J.

MORTGAGE RECORD No. 472

187

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 13 day of

Nov. 3 1922 at 8:00 o'clock A.M.

and duly recorded in Book 472 on page 187

Fees \$

TO

(Seal) O. C. Weaver,

By Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this 8th day of November A.D. 1922 between

J. W. Cumbley and Rosa B. Cumbley, husband & wife,

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

and E. E. Luster

of Broken Arrow, Oklahoma part 2nd of the second part;

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

Eight Hundred Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs

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

Oklahoma to-wit:

The Northeast Quarter of the Southeast Quarter of Section Eight
(8) Township Seventeen (17) North, Range Fourteen (14) East,
according to the Government survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I receive \$80 and issued
Receipt No. 12414 thereon in payment of mortgage
tax on the within mortgage.

Dated this 14 day of Nov. 1922

W. W. Shackelford, County Treasurer

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 \$800.00 due Nov. 8th, 1928.

made to E. E. Luster

or order, payable at the Arkansas Valley State Bank, Broken Arrow.

with ten (10) per cent interest per annum, payable semi-annually and signed by

J. W. Cumbley and Rosa B. Cumbley

Said first part 1st hereby covenant that they are the lawful 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 1st 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 1st

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 One Hundred 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 said suit, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part his 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 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 have hereunto set their hand and seal the day and year first above written.

J. W. Cumbley

Rosa B. Cumbley

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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

1922

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, W. T. Brumbaugh

a Notary Public in and for said County and State

on this 8th day of November, 1922, personally appeared

J. W. Cumbley and Rosa B. Cumbley, husband and 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 August 23rd, 1924. (Seal)

W. T. Brumbaugh,

Notary Public