

MORTGAGE RECORD No. 472

NO. 245007 C.M.J.

BLACK PRINTING CO. TULSA

TREASURER'S ENDORSEMENT

I hereby certify that I received \$7.50 and issued
to 12601 in payment of mortgageon this 20 day of Nov, 1923

W. W. Sweeney, County Treasurer

S. B.

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 21 day ofNov. 1923 at 3:00 o'clock P.M.and duly recorded in Book 472 on page 204

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 21st day of November, A. D. 1923, between
C. H. Terwilleger, and Mary A. Terwilleger, his wife
of Tulsa County, in the State of Oklahoma, part ies of the first part
and J. G. Justice
of Tulsa County, Oklahoma part V of the second part;
WITNESSETH, That said part ies of the first part, in consideration of the sum of (\$7,500.00)
Seven Thousand, Five Hundred and No/100 Dollars
the receipt of which is hereby acknowledged, do 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:

North Half (N $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty three (23), Township
Twenty (20) North, Range Thirteen (13) East, of the Indian Base and Meridian,
containing eighty (80) acres, more or less.

It is agreed that upon receipt of Five Thousand (\$5000.00) Dollars in cash, party
of second part will release forty (40) acres of the land covered by this mortgage,
the land to be released to be designated by party of the first part.

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 \$ 7,500.00 due November 21, 1928

made to J. G. Justice

or order, payable at Exch. Nat. Bank

with 6 per cent interest per annum, payable semi-annually and signed by C. H. Terwilleger, and Mary A. Terwilleger, his wife

Said first part ies hereby covenant that they are the owners in fee
simple of said premises and that they are free and clear of all incumbrances except a certain mortgage of record

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 ies agree to insure the buildings on said
premises in the sum of \$ 7,500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 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 ies 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 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 8 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 ies 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 ies of the first part ha Y hereunto set their hand S the day and year first above written.

C. H. TerwillegerMary A. Terwilleger

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

192STATE OF OKLAHOMA, Tulsa County, ss.Before me, L. S. Spain, a Notary Public in and for said County and Stateon this 21st day of November, 1923, personally appeared within and foregoingC. H. Terwilleger and Mary A. Terwilleger, his wife, to me known to be the identical person S who executed the above instrumentand acknowledged to me that he 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 May 25, 1927, 1923 (Seal)L. S. Spain,

Notary Public