

NO. 245330 C.M.J.

MORTGAGE RECORD No. 472

FROM

STATE OF OKLAHOMA, Tulsa County ss.

26

This instrument was filed for record on the

Nov. 1923 at 10:30 o'clock A.M.

and duly recorded in Book 472 on page 217

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this first day of November A. D. 1923, between

Harold M. Gray and Edna Gray, his wife

of Tulsa County, in the State of Oklahoma, part 188 of the first part

and Exchange Trust Company, Executor of the Estate of George C. Gray,

of Tulsa, Tulsa County, Oklahoma, part 188 of the second part;

WITNESSETH, That said part 188 of the first part, in consideration of the sum of

Fifteen Hundred and No/100 (\$1,500.00)

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 188 of the second part, its successors

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

Oklahoma to-wit:

Lot Fourteen (14) in Block Nineteen (19) in Cherokee Heights Addition
to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded
Plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,500.00 and issued

Receipt No. 12669 for payment of mortgage

tax on the above described

dated Jan 27 1924

W. W. Weaver, 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 thirty promissory note, \$ of even date here-
with. One for \$ 50.00 due on or before Dec. 1, 1923, and twenty-nine due serially on or
before the first of each succeeding month thereafter. Note #30 being due May 1, 1926
made to Exchange Trust Company, Executor of the Estate of George C. Gray,

or order, payable at Harold M. Gray and Edna Gray, Exchange Trust Co.,
with eight per cent interest per annum, payable semi-annually and signed by

Harold M. Gray and Edna Gray

Said first part 188 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 188 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 188
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 188 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 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 188 shall pay or cause to be paid to said second part 188, its 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 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 188 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 188 of the first part ha. ve hereunto set their hand the day and year first above written.

H. M. Gray

Edna Gray

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
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
1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, E. S. Grear

on this 23d day of November 1923, personally appeared within and foregoing

Harold M. Gray and Edna Gray, his wife

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 June 19th, 1924. (Seal)

E. S. Grear

Notary Public