

MORTGAGE RECORD No. 472

NO. 245578 C.M.J.

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 28 day of

Nov. 1923 at 1:30 o'clock P.M.

and duly recorded in Book 472 on page 218

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 27th day of November, A. D. 1923, between

Joe Denton and Rosie Denton, his wife

of Tulsa County, in the State of Oklahoma, as part V of the first part

and F. M. Hardesty

of Tulsa, Oklahoma part of the second part;

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

\$ Twelve hundred and twenty-five 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:

Lots (1) One and (2) Two in Block (3) Three in Parkdale
Addition to the city of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof. TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued
Receipt No. 12712 thereon in payment of mortgage
tax on the within mortgage.

Dated this 30 day of Nov, 1923

W. W. Sweeney, 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 appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Forty-nine promissory note of even date herewith. One for \$ 25.00 due January 1st, 1924 and balance of 48 notes of \$25.00 each and

due on the 1st of every month until paid 192

made to F. M. Hardesty

or order, payable at Tulsa, Oklahoma

with (8) Eight per cent interest per annum, payable semi-annually and signed by

Joe Denton and Rosie Denton, his wife

Said first part 198 hereby covenant that they are the owners 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
they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 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 198
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 and twenty-five and No/100 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 198 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, said
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) eight 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 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 198 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 198 of the first part ha. V8 hereunto set their hand the day and year first above written.

Joe Denton

Rosie Denton

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

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, the undersigned, a Notary Public in and for said County and State

on this 27th day of November, 1923, personally appeared within and foregoing

Joe Denton and Rosie Denton, his wife, to me known to be the identical person who executed the above instrument

and 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 Mar. 13, 1926 (Seal)

Y. M. Corder,

Notary Public