

NO. 246139 C.M.J.

MORTGAGE RECORD No. 472

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 7 day of
Dec. 1923 at 9:30 o'clock A.M.
and duly recorded in Book 472 on page 226
Fees \$ _____

(Seal) O. G. Weaver, County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 6th day of December A.D. 1923, between
W. R. Downing and Louisa Mae Downing, his wife
of Tulsa County, in the State of Oklahoma, part 108 of the first part
and L. M. Roome
of Tulsa, Oklahoma, part --- of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of
One Thousand 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:

Tract Eighteen (18), Block One (1) of Villa Grove Subdivision, being a part
of East $\frac{1}{2}$ of SE $\frac{1}{4}$ and East $\frac{1}{2}$ of East $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 29, in Township 19
North, Range 13 East, as shown by the recorded plat thereof;

This mortgage is subject to a First Mortgage to National Building and Loan
Association of Pawhuska, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 600 and issued
Receipt No. 2836 therefor in payment of mortgage
tax on the within mortgage.

Dated this 8 day of Dec. 1923

W. W. Sackey, County Treasurer

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or 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 \$ 1,000.00 due three years after date 192
made to L. M. Roome

or order, payable at First Natl. Bank, Tulsa, Okla.

with Eight per cent interest per annum, payable semi-annually and signed by parties of the first part.

Said first part ies hereby covenant that they are owners in fee
simple of said premises and that they are free and clear of all incumbrances except as above stated

That they have good right and authority to convey and encumber the same and
the V. 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 \$ 1,000.00 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 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
judgment 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 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 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 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 to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part ies of the first part ha ve hereunto set his hand the day and year first above written.

W. E. Downing

Louise Mae Downing

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
--- 192---

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State
on this 6th day of December, 1923, personally appeared within and foregoing
W. E. Downing and Louise Mae Downing, his 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 July 26, 1924, 192--- (Seal)

Paul R. Warner,

Notary Public