

MORTGAGE RECORD No. 472

NO. 246229 C.I.J.

BLACK PRINTING CO., TULSA

TREASURER'S ENDORSEMENT

13.821 ... and issued ... of mortgage

7 Dec 1952
W. W. B. S. C., Wash.
8.B.
DEPUTY

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 7 day of Dec. 3 192 2:00 o'clock P.M. and duly recorded in Book 478 on page 227. Fees \$.

O. G. Weaver,

 (Seal) County Clerk
 By Brady Brown, _____ Deputy

THIS INDENTURE, Made this 3rd day of November, A. D. 1923, between
A. W. Hodges and Eva Hodges, his wife
of Tulsa County, in the State of Oklahoma. part ies of the first part
and C. A. Mayo and J. D. Mayo
of Tulsa Okla. part ies of the second part;

WITNESSETH, That said part^{ies} of the first part, in consideration of the sum of
Nine Hundred Fifty and No/100 Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part^{ies} of the second part their heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Lot Seventeen (17) Block Two (2) Hi-Points Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof,

This mortgage being subject to a first mortgage held by the Home Building and Loan Association of Tulsa Okla. in the amount of \$1,150.00.

This mortgage being given for the balance of the purchase price of the above described lot.

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 One promissory note of even date herewith. One for \$ 950.00 --- due payable \$20.00 Dec. 3rd 1923 and payment of like amount every thirty days thereafter until all is paid 192
made to G. A. Mayo and J. D. Mayo

or order, payable at.....monthly.....
with.....8.....per cent interest per annum, payable semi-annually and signed by.....
A. W. Hodges and Eva Hodges

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

Said first part 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 of the unraaid balance 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 same manner as the principal debt hereby secured.

Now if said first party ES shall pay or cause to be paid to said second party ES their heirs or assigns said sum of 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 mortgage ES 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.

IN WITNESS WHEREOF, said part. 108 of the first part ha. ve hereunto set their hands the day and year first above written.

A. W. Hodges
Eva Hodges

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, in, hereunto set, hand, this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston, a Notary Public in and for said County and State
on this 3rd day of November, 1923, personally appeared within and foregoing
A. W. Hodges and Eva Hodges, his wife, to me known to be the identical person S 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 June 24, 1925 1925 (Seal)

B. H. Johnston,

Notary Public