

COMPARED

MORTGAGE RECORD No. 472

NO 246448 C.M.J.

BLACK PRINTING CO. - TULSA

MORTGAGE INSTRUMENT

12887 FROM 10
 12 day of Dec 1923
 W. W. Suckey, C. M. J.

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 11 day of
 Dec. 1923 at 11:20 o'clock A. M.
 and duly recorded in Book 472 on page 237
 Fees \$
 O. G. Weaver,
 (Seal) County Clerk
 By Brady Brown, Deputy

THIS INDENTURE, Made this 16th day of November A. D. 1923, between
 Ethyl Louise Curtis and D. R. Curtis, her husband
 of Tulsa County, in the State of Oklahoma, part 108 of the first part
 and Leo P. Quinn
 of Tulsa, Oklahoma, part 7 of the second part;
 WITNESSETH, That said part 108 of the first part, in consideration of the sum of
 Five hundred twenty (\$520.00) Dollars
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

All of Lot Three (3) of Block One (1) of Sunset Hill Addition
 to the city of Tulsa, Tulsa County, Oklahoma, according to
 the duly recorded plat thereof.

#1.
 State of Oklahoma, Tulsa County, ss.
 Before me B. F. Pettus, a Notary Public in and for said County and State, on this 16th day
 of November 1923, personally appeared Ethyl Louise Curtis and D. R. Curtis, her husband to
 me known to be the identical persons who executed the within and foregoing 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 Sept. 13, 1924. (Seal) B. F. Pettus, Notary Public.

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 four (4) promissory notes of even date here-
 with. One for \$55.00 due Jan. 1, 1924, one note for \$65.00 due Feb. 1, 1924, one note
 for \$195.00 due May 15, 1924, one note for \$195.00 due Nov. 15, 1924
 made to Leo P. Quinn

or order, payable at 8 per cent interest per annum, payable semi-annually and signed by
 Ethyl Louise Curtis and D. R. Curtis

Said first part 108 hereby covenant that they are owners in fee
 simple of said premises and that they are free and clear of all incumbrances
 except mortgages of record

That they have good right and authority to convey and encumber the same and
 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said
 premises in the sum of \$5000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Fifty 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 thereof 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 108 shall pay or cause to be paid to said second part his heirs or assigns said
 sum of money in the above described note, S 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 10 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, S, 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 108 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 108 of the first part has hereunto set their hand and seal the day and year first above written.

Ethyl Louise Curtis
 D. R. Curtis

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS
 That Leo P. Quinn of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of One \$1000.00 DOLLARS
 to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
 Southwestern Mortgage Company, Roff, Okla.
 his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, S, 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, his hereunto set his hand this 10th
 December 1923, Leo P. Quinn

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, the undersigned, a Notary Public in and for said County and State
 on this 10th day of December 1923, personally appeared
 Leo P. Quinn
 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 hand and notarial seal the day and date last above written.
 My commission expires March 31, 1924, (Seal) Iva Latta,
 Notary Public

#1.