

MORTGAGE RECORD No. 472

NO. 246902 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss:

This instrument was filed for record on the 17 day of

Dec. 3, 1923, at 1:00 P.M.

and duly recorded in Book 472 on page 253

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 15th day of Dec. A. D. 1923, between

Charles S. Wilcox and Edna Wilcox, his wife,

of Tulsa County, in the State of Oklahoma, part 198 of the first part

and A. T. White and Nettie J. White,

of Tulsa, Okla., part 198 of the second part;

WITNESSETH, That said part 198 of the first part, in consideration of the sum of

Two Thousand Seven Hundred Fourteen and 72/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 198 of this second part their heirs

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot Four (4); Block Eight (8); Exposition Heights Addition to the city of Tulsa, Okla. according to the recorded plat thereof.

This mortgage being subject to a First Mortgage held by the Aetna Building and Loan Association of Topeka, Kansas, drawn in the amount of \$2000.00 unpaid balance being \$1970.00

THE LENDER'S ENDORSEMENT

12959
18 Dec. 1923
S.B.C.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Ninety-four promissory note of even date herewith. One for \$28.88 due Jan. 15, 1924 and one of like amount due each 30 days thereafter until all are paid. Said notes including principal and interest. All notes payable 1923 at National Bank of Commerce or its successors at Tulsa, Okla. made to A. T. White and Nettie J. White

or order, payable at Maturity annually after maturity with 8 per cent interest per annum, payable semi-annually and signed by Charles S. Wilcox and Edna Wilcox.

Said first part 198 hereby covenant that they are the owner. So fee simple of said premises and that they are free and clear of all incumbrances except as above provided

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 198 agree to insure the buildings on said premises in the sum of \$4500.00 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 may be necessary, proceeding shall be taken to foreclose same as herein provided; the mortgagor will pay to the said mortgagee 10 per cent of the unpaid 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 manner as the principal debt hereby secured.

Now if said first part 198 shall pay or cause to be paid to said second part their heirs or assigns said sum of money in the above described note as mentioned, together with the interest thereon according to the terms and tenor of said note. Said first part 198 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 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 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. their hand and seal the day and year first above written.

Charles S. Wilcox
Edna Wilcox

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 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Edgar M. Lee

a Notary Public in and for said County and State

on this 15th day of Dec. 1923, personally appeared within and foregoing

Charles S. Wilcox and Edna Wilcox, his wife, to me known to be the identical persons who executed the above instrument and acknowledged to me that they executed the same as their 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 Feb. 19, 1924. (Seal)

Edgar M. Lee,

Notary Public