

## MORTGAGE RECORD No. 472

NO. 247065 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 19 day of

Dec. 1923 at 11:00 o'clock A.M.

and duly recorded in Book 472 on page 257

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this 17th day of December A. D. 1923, between

F. A. Cole, Angela M. Cole, his wife

of Tulsa

County, in the State of Oklahoma,

part V of the first part

and Ada C. Mongrain

of Pawhuska, Okla.

part V of the second part;

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

Eight Hundred and No/100 (\$800.00)

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part her heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

all of Lot Four (4) Block Twenty-six (26) in the original  
townsite of Red Fork, Oklahoma, according to the recorded plat  
thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$495 and issued  
Receipt No. 12993 in full payment of mortgage  
tax on the within mortgage.

Dated at 20 day of Dec 1923

W. W. Sledge, County Treasurer

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

This conveyance is intended as a mortgage to secure the payment of two promissory note, of even date here-  
with. One for \$495.00 dated October 1922, due in three years.

One for \$305.00 dated December 17, 1923, due October 1925,  
made to Ada C. Mongrain

or order, payable at Red Fork, Okla.

with eight per cent interest per annum, payable semi-annually and signed by

F. A. Cole and his wife,

Said first part V hereby covenants that he is the owner in fee  
simple of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same and  
he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agrees 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 V  
agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agrees 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 centum 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 V shall pay or cause to be paid to said second part V, her 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 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 V waives 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 V of the first part has hereunto set his hand the day and year first above written.

F. A. Cole

Angela M. Cole

## 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 has hereunto set his hand this day of  
1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. F. Wayland

a Notary Public in and for said County and State

on this 19 day of Dec. 1923, personally appeared

F. A. Cole and Angela M. Cole, 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 hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth.

My commission expires Sept. 15, 1925 (Seal)

B. F. Wayland,

Notary Public