

COMPARED

238743 C.M.J.

MORTGAGE RECORD No. 472

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
Receipt No. 1265 therefor in payment of mortgage
tax on the within mortgage.

Dated this 27 day of August 1923

W. W. Stuckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 25th day of

August 1923, at 11:20 o'clock A.M.

and duly recorded in Book 472 on page 26

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this Twenty-third day of August A. D. 1923, between

F. F. Van Delden and Anna Van Delden, his wife

of Tulsa County, in the State of Oklahoma, part 103 of the first part

and Leonard & Braniff, a corporation

of Tulsa part V of the second part;

WITNESSETH, That said part 103 of the first part, in consideration of the sum of

Ninety and No/100

Dollars

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

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

Lot Thirteen (13) in Block One (1) of Englewood Addition
to the city of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.

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 Two promissory note S of even date herewith. One for \$ 45.00 due October 1st, 1923 One for \$ 45.00 due November 1st, 1923

made to Leonard & Braniff

or order, payable at Tulsa

with ten per cent interest per annum, payable semi-annually and signed by F. F. Van Delden and Anna Van Delden, his wife

Said first part ies hereby covenant that they are owner S in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage to Leonard & Braniff for \$3000.00 dated August 4th, 1923.

That they have good right and authority to convey and encumber the same and they 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 \$ 90.00 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 Fifty and No/100 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 ies shall pay or cause to be paid to said second part its 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 S 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 ten 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 ies waive notice of election to declare the whole debt S above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part ies of the first part ies hereunto set their hand S the day and year first above written.

F. F. Van Delden

Anna Van Delden

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 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 23rd day of August, 1923 personally appeared F. F. Van Delden and Anna Van Delden, his wife within and foregoing

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 Aug. 7, 1927, 1927 (Seal)

Frances Kring,

Notary Public