

COMPARED  
NO. 247149 C.M.J.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

FROM \_\_\_\_\_  
TO \_\_\_\_\_  
STATE OF OKLAHOMA, Tulsa County ss. 20  
This instrument was filed for record on the \_\_\_\_\_ day of  
Dec. 1923, at 9:50 o'clock A.M.  
and duly recorded in Book 472 on page 260  
Fees \$ \_\_\_\_\_  
O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this 18th day of December, A.D. 1923, between  
E. O. Decker and Irma Decker, his wife,  
of Tulsa County, in the State of Oklahoma, part 1st of the first part  
and B. H. Boehmler  
of Tulsa County, Oklahoma, part 2nd of the second part;  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Sixteen Hundred \$ \_\_\_\_\_ Dollars  
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

Lot Eighteen (18) in Block One (1) in Ridgedale Terrace Addition  
to the City of Tulsa, County of Tulsa, State of Oklahoma, according  
to the recorded plat thereof,

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12991  
20 Dec 3  
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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 \$1600.00 payable at the rate of forty (\$40.00) dollars per month beginning on the 18th day of January, 1924  
made to B. H. Boehmler

or order, payable at Exchange Natl. Bk. monthly  
with eight per cent interest per annum, payable semi-annually and signed by  
E. O. Decker and Irma Decker

Said first part 1st hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances except a first mortgage for \$3000.00 to The Tulsa Building & Loan Association

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 1st agree to insure the buildings on said premises in the sum of \$500 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 total amount due 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 1st shall pay or cause to be paid to said second part his heirs or assigns said sum 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 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 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 1st waive 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 1st of the first part ha. hereunto set their hand the day and year first above written.

E. O. Decker  
Irma Decker

## 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 \_\_\_\_\_ 192 \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maurice A. DeVinna, a Notary Public in and for said County and State on this 19th day of December, 1923, personally appeared \_\_\_\_\_ within and foregoing E. O. Decker and Irma Decker, his wife, 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 official hand and seal the day and year above set forth.  
My commission expires May 11th, 1927. (Seal)

Maurice A. DeVinna,

Notary Public