

COMPARED
NO. 247187 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 20 day of
Dec. 1923 at 1:30 o'clock P.M.
and duly recorded in Book 472 on page 263
Fees \$

TO

O. G. Weaver,
(Seal) County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 20th day of December A. D. 1923, between
Charles Carroll Bunch, an unmarried man
of Tulsa County, in the State of Oklahoma, part Y of the first part
and Ethel Upton
of Tulsa, Oklahoma part Y of the second part;
WITNESSETH, That said part Y of the first part, in consideration of the sum of Three Thousand Dollars
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 her heirs
and assigns, all the following described real estate situated in City and County of Tulsa County and State of
Oklahoma to-wit:

Lot Seven (7) Block Twenty-four (24) in the Owens Addition to
the city of Tulsa, Oklahoma as the same appears from the recorded
plat thereof of said addition to said city.

RECORDED & INDEXED
I hereby certify that I received \$380 and issued
this receipt for the same on 12/21/1923 in payment of mortgage
21 Dec 1923
S.B.

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 Three Thousand Dollars promissory note of even date here-
with. One for \$ due December 20, 1926

made to Ethel Upton 192

or order, payable at Exchange Nat. Bank
with ten per cent interest per annum, payable semi-annually and signed by
Charles Carroll Bunch

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

That he is 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 Y agrees S to insure the buildings on said
premises in the sum of \$ 6000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part Y
agrees S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y further expressly agrees S 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 Five (\$50.00) 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 Y shall pay or cause to be paid to said second part her 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 Y waives S 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 Y of the first part has his hereunto set his hand the day and year first above written.

Charles Carroll Bunch

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That he is of Tulsa County, Oklahoma, the within
named mortgagee in consideration of the sum of Three Thousand Dollars
to her in hand paid, the receipt whereof is hereby acknowledged, do she hereby sell, assign, transfer, set out and convey unto
her 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 her hand this 21st day of
Dec. 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Monna Scott, a Notary Public in and for said County and State
on this 20th day of December 1923, personally appeared Charles Carroll Bunch, an unmarried man
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 Sept. 28, 1927 (Seal)

Monna Scott,

Notary Public