

COMPARED

## MORTGAGE RECORD No. 472

NO. 247257 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 21 day of

Dec.

1923 at 9:00 o'clock A.M.

and duly recorded in Book 472 on page 264

Fees \$

TO

O. H. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 15th day of December, A.D. 1923, between Dorothy N. Smith and her husband and I. A. Smith of Tulsa County, in the State of Oklahoma, part 108 of the first part and Exchange Trust Co. Trustees for W.M. Fleetwood, H. E. Bagby and Jake Easton of Tulsa, Okla. partly of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Twenty Four Hundred and No/100 Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part its successors and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

All of Block Ten (10) of 36th Street Suburn, an Addition to the city of Tulsa Oklahoma, according to the recorded plat thereof.

RECEIVED FOR RECORD  
13098  
28 Dec 1923  
S.B.  
Deputy

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 twelve promissory notes of even date here-with. One for \$ 150.00 due on or before Jan. 10, 1924, one for \$200.00 due on or before Feb'y 10, 1924, and one for the same amount due on or before the 10th day of each month 1924 up to and including Nov. 10th 1924, and one for \$250.00 due on or before Dec. 10th, 1924.

made to Exchange Trust Co. or order, payable at Exchange Nat. Bank with 8 per cent interest per annum, payable semi-annually and signed by said first parties

Said first part 108 hereby covenant that they are owner's in fee simple of said premises and that they are free and clear of all incumbrances.

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 108 agree to insure the building on said premises in the sum of \$240.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 \$240.00 Dollars 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 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 notes 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.

Now if said first part 108 shall pay or cause to be paid to said second part its successors here or assigns said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, 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 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 notes 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 108 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 108 of the first part have hereunto set their hand and seal the day and year first above written.

Dorothy N. Smith  
I. A. Smith

## 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, the undersigned, a Notary Public in and for said County and State on this 20th day of December, 1923, personally appeared Dorothy N. Smith and I. A. Smith her husband, 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 official hand and seal the day and year above set forth.  
My commission expires June 23rd, 1926. (Seal)

Dae Wade,

Notary Public