

NO. 247448 C.M.J.

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FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 24 day of

Dec. 1925 11:25 o'clock A.M.

and duly recorded in Book 472 on page 267

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 21st day of December A. D. 1925, between

Pearl S. Wilson and John M. Wilson, her husband,

of Tulsa

County, in the State of Oklahoma,

part 1st

and Clyde L. Sears and W. C. Abrams

of Tulsa, Oklahoma,

part 1st of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Nine Hundred Fifty Five and No/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their

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

County and State of

Oklahoma to-wit:

Lot Twenty (20) in Block Two (2) of Boswell's Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

13041

24

Dec.

1925

S.B.

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 Three (3) promissory note of even date herewith. One for \$100.00 due 1/21/1924 and two notes for \$427.50 each, due and payable on October 16th, 1925, all with interest at 8% payable semi-annually made to Clyde L. Sears & W. C. Abrams.

or order, payable at Tulsa, Okla.

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

Pearl S. Wilson and John M. Wilson, her husband

Said first part 1st hereby covenant that they are the

owner in fee simple of said premises and that they are free and clear of all incumbrances except a mortgage to Oklahoma City Building & Loan Ass'n. for \$2750.00 and A. Y. Boswell et. al. for \$620.00

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 1st agree to insure the buildings on said premises in the sum of \$3000.00 for the benefit of the mortgagee 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 and ten Dollars as attorney'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 1st shall pay or cause to be paid to said second part 1st, their 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. Said first part 1st 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 1st 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 1st of the first part has hereunto set their hand and seal the day and year first above written.

Pearl S. Wilson

John M. Wilson

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 1925.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned

a Notary Public in and for said County and State

on this 21 day of December, 1925, personally appeared

within and foregoing

Pearl S. Wilson and John M. Wilson, her husband

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 Oct. 11th, 1925. (Seal)

F. B. Jordan,

Notary Public