

MORTGAGE RECORD No. 472

NO. 247742 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 28 day of

Dec. 1923, at 10:20 o'clock A.M.

and duly recorded in Book 472 on page 268

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown

Deputy

THIS INDENTURE, Made this 22 day of Dec. A. D. 1923, between

J. W. McBride and Frances McBride, his wife

of Tulsa County, in the State of Oklahoma, part 1st of the first part

and H. R. Crews

of Tulsa part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of \$525.22

Five hundred twenty five and 22/100

Dollars

the receipt of which is hereby acknowledged, do by these 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 (7) Seven Block (13) Thirteen Cherokee Heights Addition
to the city of Tulsa Oklahoma, according to the recorded plat
thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10 and issued
Receipt No. 13097 therefor in payment of mortgage
tax on the within mortgage.

Dated this 28 day of Dec. 1923

W. W. Smiley, County Treasurer

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 one promissory note of even date here-
with. One for \$525.22 due or before one year after date

made to H. R. Crews

or order, payable at Tulsa

with 8 per cent interest per annum, payable semi-annually and signed by

J. W. McBride and Frances McBride

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.

That they have good right and authority to convey and encumber the same and
the 2nd will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said
premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 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 2.00 and 10% 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 same 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 8% 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 have hereunto set their hand and seal the day and year first above written.

Witness to marks
J. C. Woolsey
Ray L. Deaton

J. W. McBride her husband
Frances McBride x

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

his 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

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State

on this 22 day of December 1923, personally appeared within and foregoing

J. W. McBride and Frances McBride, his wife, to me known to be the identical person, who executed the foregoing 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 December 3, 1924. (Seal)

Ira D. Crews,

Notary Public