

MORTGAGE RECORD No. 472

NO. 247480 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 26 day of

Dec. 1923 at 8:00 o'clock A.M.

and duly recorded in Book 472 on page 269

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

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

Charles B. Farquharson and Clara A. Farquharson, his wife

of Tulsa County, in the State of Oklahoma, part 198 of the first part

and Glenn J. Smith

of Tulsa, Okla., part 1 of the second part;

WITNESSETH, That said part 198 of the first part, in consideration of the sum of

Six Thousand One Hundred seventy-one and 78/100

Dollars

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

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

Oklahoma to-wit:

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Nineteen North (19N) Range Thirteen East (13E) of the Indian Base and Meridian in Tulsa County, State of Okla. containing twenty acres more or less according to the U.S. survey thereof.

TREASURER'S ENDORSEMENT

I have examined and received \$124 and issued

Receipt No. 13086 to the payment of mortgage

dated 27 Dec, 1923

W. B. Smith, County Clerk

8B

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of TWO promissory notes of even date herewith. One for \$3171.78 due June 22, 1924 and one for \$3000.00 due Dec. 22, 1924

made to Glenn J. Smith

or order, payable at maturity

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

Charles B. Farquharson and Clara A. Farquharson

Said first part 198 hereby covenant that they are the owners 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 heirs will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 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 198 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 10 per cent of the unpaid balance of the mortgage. Said first part 198 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 10 per cent of the unpaid balance of the mortgage. Said first part 198 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 10 per cent of the unpaid balance of the mortgage.

Now if said first part 198 shall pay or cause to be paid to said second part, his heirs or assigns said sum of \$ of money in the above described note, 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 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 note may and shall be entitled to possession of said premises, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 198 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 198 of the first part have hereunto set their hands the day and year first above written.

Charles B. Farquharson

Clara A. Farquharson

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Rose Cease

a Notary Public in and for said County and State

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

Charles B. Farquharson and Clara A. Farquharson, his wife

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 Dec. 19, 1923. (Seal)

Rose Cease,

Notary Public