

COMPARED

MORTGAGE RECORD No. 472

273

NO. 247762 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

28

This instrument was filed for record on the

Dec. 1923 at 1:30 P.M.

and duly recorded in Book 472 on page 273

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this 19th day of Dec. A. D. 1923, between

John R. Emerson, a single man

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

and W. E. Winn Lumber Co.

of Tulsa part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of \$500.00

Five Hundred & No/100

Dollars

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

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

Oklahoma to-wit:

The east (80') Eighty feet of the north (50') fifty feet of lots (23) Twenty-three and (24) Twenty four in Block (14) Greenwood Addition to the city of Tulsa as per the recorded plat thereof.

This property never was used or claimed as a homestead

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10 and sent Receipt No. 13118 thereon in payment of mortgage tax on the within mortgage.

Dated this 31 day of Dec 1923

W. W. Sackey, County Treasurer

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 one promissory note of even date herewith, One for \$500.00 due Dec. 19, 1924

made to W. E. Winn Lbr. Co.

or order, payable at 211 N. Elgin

with 10 per cent interest per annum, payable semi-annually and signed by

John R. Emerson

Said first part V hereby covenant, s that he is owner in fee simple of said premises and that they are free and clear of all incumbrances except mortgage to W. E. Winn Lbr. Co.

he has

That he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree s to insure the buildings on said premises in the sum of \$500 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agree s to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree 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 Twenty-five 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 manner as the principal debt hereby secured.

Now if said first part V shall pay or cause to be paid to said second part 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 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 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 V waive s 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 V of the first part has hereunto set his hand on the day and year first above written.

John R. Emerson

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 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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Keith W. Smiley

on this 19th day of December, 1923, personally appeared within and foregoing

J. R. Emerson to me known to be the identical person who executed the above 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 Mar. 26, 1924 (Seal)

Keith W. Smiley,

Notary Public