

## MORTGAGE RECORD No. 472

NO. 248022 C.M.I.

BLACK PRINTING CO. TULSA

COMPARED

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 27 and issued  
 Receipt No. 1373 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of Jan 1924  
W. W. Stuckey, County Treasurer  
Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 2 day of  
Jan 1924 at 3:00 o'clock P.M.  
 and duly recorded in Book 472 on page 282  
 Fees \$

O. G. Weaver,  
 (Seal) Brady Brown, County Clerk  
 By Deputy

THIS INDENTURE, Made this 14th day of December A. D. 1923 between  
Edith White and Bess Farrell, both Farrell, both single women,  
 of Tulsa County, in the State of Oklahoma, part 1st of the first part  
 and Louis Wieczorek  
 of Tulsa part Y of the second part;  
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Eleven Hundred seventy one & 60/100 \$1177.60 Dollars  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 Five, in Block Sixteen of the Resubdivision of Block 6, and  
 Lots 1, 2, & 3, of Block 4, in Terrace Drive Addition to the city  
 of Tulsa, according to the recorded plat thereof.

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 eleven promissory note S of even date here-  
 dated Oct. 21, 1921 with One for \$57.10 due Dec. 21, 1923 and nine notes for \$57.10  
each one being due the 21st of each month thereafter the last being due Sept. 21, 1924,  
 made to Louis Wieczorek

or order, payable at Exchange Trust Co.  
 with OUT 10% per cent interest per annum, payable semi-annually and signed by  
Edith White and Bess Farrell

Said first part 1st hereby covenant that they are owner. In fee  
 simple of said premises and that they are free and clear of all incumbrances except mortgage of \$3200.00 to Gum Brothers  
Company.

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 \$        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 10% of amount due 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 S 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 S 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 S 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 ha Y hereunto set their hands the day and year first above written.

Edith White  
Bess Farrell

## 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 14th day of December 1923, personally appeared Edith White and Bess Farrell, both single women  
Edith White and Bess Farrell, both single women to me known to be the identical person S who executed the above instrument  
 and acknowledged to me that th. BY executed the same as th. air 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 Jan. 12 1926. (Seal)

C. C. McGilvray,

Notary Public