

COMPARED

248087 C.M.J.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 3 day of

Jan. 1924 at 11:55 o'clock A.M.

and duly recorded in Book 472 on page 286

Fees \$.

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this 29th day of December A.D. 1923, between

W. M. Hurt and Lula B. Hurt, his wife,

of Maumee, Ohio County, in the State of Oklahoma, part 1st of the first part  
and First National Bank of Tulsa, Oklahoma, a corporation,  
of Tulsa, Oklahoma, part of the second part;

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

One Thousand and No/100

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part its successors  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:Lots Four (4), Five (5) and Six (6) in Block Eight (8) in Park  
Hill Addition to the city of Tulsa, Oklahoma, according to the  
amended plat thereof.

RECEIVED  
I have received of the mortgagor the sum of \$1000.00 and interest  
tax on the within mortgage.  
Dated this 2 day of Jan 1924  
W. W. Stuckey, County Treasurer  
B. Quinn Deputy

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 the hereinafter described promissory note of even date here-  
with. One for \$ 1000.00 due December 29, 1926.

made to The First National Bank of Tulsa, Okla.

or order, payable at Tulsa, Oklahoma  
with eight per cent interest per annum, payable quarterly and signed by

W. M. Hurt and Lula B. Hurt

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 first mtg. held by The National Building  
& Loan Association of Pawhuska, Okla.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 \$ 2000.00 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 a personal sum Dollars  
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 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.Now if said first part 1st shall pay or cause to be paid to said second part y, its successors 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 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 have hereunto set their hand the day and year first above written.

Mrs. Lula B. Hurt

W. M. Hurt

## 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, Ohio, Lucas County, ss.

Before me, a Notary Public in and for said County and State  
on this 29th day of December, 1923, personally appeared within and foregoing  
W. M. Hurt and Lula B. Hurt, his wife, to me known to be the identical persons who executed the above instrument  
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 25, 1925. (Seal)

J. B. Todd,

Notary Public