

COMPARED

## MORTGAGE RECORD No. 472

NO. 248321 O.H.J.

BLACK PRINTING CO., TULSA

**TREASURER'S ENDORSEMENT**  
 I hereby certify that I received \$400.00 and issued  
 Receipt No. 3102 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 2 day of January 1924  
W. W. Black, County Treasurer  
Deputy

STATE OF OKLAHOMA, Tulsa County ss.  
 This instrument was filed for record on the 5 day of  
Jan. 1924, at 11:40 o'clock A.M.  
 and duly recorded in Book 472 on page 288  
 Fees \$        

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

THIS INDENTURE, Made this 3rd day of January A.D. 1924, between  
A. E. Smith and Beulah A. Smith, his wife,  
 of Tulsa County, in the State of Oklahoma, part 1st of the first part  
 and R. F. MacArthur and N. Y. MacArthur  
 of Tulsa County, Oklahoma, part 1st of the second part;  
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Four Hundred and No/100 (\$400.00) Dollars  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

Lot Fourteen (14) in Block Six (6) in East Lawn Addition to the  
 city of Tulsa, Tulsa county, Oklahoma, 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 one promissory note of even date here-  
 with. One for \$400.00 due \$25.00 monthly until May 3rd, 1925.  
 made to R. F. MacArthur and N. Y. MacArthur

or order, payable at Exchange Trust Co.  
 with eight (8) per cent interest per annum, payable semi-annually and signed by  
A. E. Smith and Beulah A. Smith

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  
they 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 Fifty Dollars (\$50.00) 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 main as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part 1st 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 1st may effect such insurance or pay such taxes and assessments and shall  
 be allowed interest thereon at the rate of ten (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 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 VO hereunto set their hand S the day and year first above written.

A. E. Smith  
Beulah A. Smith

## 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, E. P. Jennings, a Notary Public in and for said County and State  
 on this 4th day of January 1924, personally appeared within and foregoing  
A. E. Smith and Beulah A. Smith, his wife, to me known to be the identical person S who executed the above instrument  
 and acknowledged to me that th executed the same as th 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 av 15, 1924, 192         (Seal)

E. P. Jennings,

Notary Public