

COMPARED

NO. 248578 C.M.J.

MORTGAGE RECORD No. 472

293

TREASURER'S ENDORSEMENT

I hereby certify that I have FROM 130 and issued
Receipt No. 13231 for payment of mortgage
tax on the within mortgage.

Price \$ 7.00 Jan 1st
W. W. S. SA Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss. 9
This instrument was filed for record on the
Jan. 1924 at 9:00 o'clock A.M.
and duly recorded in Book 472 on page 293
Fees \$

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

THIS INDENTURE, Made this Jan. 8th day of Jan. 1924, between
Leone Mooney and H. N. Mooney, her husband
of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part
and John B. Rodger
of Tulsa, Oklahoma, part Y of the second part;
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Twelve Hundred and Sixty and No/100 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:

All of Lot Six (6) in Block Eleven (11), Norvell Park Addition in the
recorded amended plat of Blocks Eleven (11) and Twelve (12) of Norvell
Park Addition to the City of Tulsa, Oklahoma, according to the records
of Tulsa County, subject to a certain mortgage to Midland Savings and
Loan Company, of which there remains due \$3792.00, payable \$56.00 per
month including interest.

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 Ten promissory note, \$ of even date here-
with. One for \$ 120.00 due Six months from date Eight for \$20.00 each due respectively
12, 18, 24, 30, 36, 42, 48, and 54 months from date & one for \$180.00 due Sixty months from date.
made to John B. Rodger

or order, payable at 1st Nat. Bank, Tulsa
with 8 per cent interest per annum, payable semi-annually and signed by
Leone Mooney and H. N. Mooney, her husband
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 as above mentioned

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 \$ 5000.00 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 \$100.00 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 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 S
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 Ten 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 to stay, valuation or appraisal laws.
IN WITNESS WHEREOF, said part 1st of the first part ha Y hereunto set their hand S the day and year first above written.

Leone Mooney
H. N. Mooney

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, a Notary Public in and for said County and State
on this 8th day of Jan, 1924, personally appeared within and foregoing
Leone Mooney and H. N. Mooney, her husband, to me known to be the identical person S who executed the above instrument
and acknowledged to me that th. h. 9Y executed the same as th. h. 9Y 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 Aug. 22, 1926. (Seal)

Ella McDonald

Notary Public