

COMPARED

MORTGAGE RECORD No. 472

299

NO. 249092 Q.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 16 day of

Jan. 1924 at 11:50 o'clock A.M.

and duly recorded in Book 472 on page 299

Fees \$.

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 17 day of Jan. A. D. 1924 between

S. F. Ray and Margaret Ray, his wife

of Tulsa County, in the State of Oklahoma, part 1es of the first part

and C. A. Biesecker

of Tulsa part V of the second part;

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

Four Hundred Twenty Five

Dollars

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

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

Oklahoma to-wit:

Lot numbered Seventeen (17) in Block Four (4) of Ohio Place Addition to city of Tulsa according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 088 and issued

Receipt 13352 as a payment of mortgage

tax on the 17 day of Jan. 1924

Date 17 Jan. 1924

S.B.

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 17 promissory note of even date herewith. One for \$ 25.00 due Feb. 3rd, 1924 and one note for \$25.00 due on the third day of every month thereafter until the full amount is paid. 192

made to C. A. Biesecker

or order, payable at Tulsa

with 8 per cent interest per annum, payable semi-annually and signed by

S. F. Ray and Margaret Ray

Said first part 1es hereby covenant that they are 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 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es 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 1es agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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 1es shall pay or cause to be paid to said second part his 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 debt as above and also the benefit of stay, valuation or appraisal laws.

Said first part 1es 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 1es of the first part ha. V. hereunto set their hand the day and year first above written.

S. F. Ray Margaret Ray
Mrs. S. F. Ray

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, Forrest C. Welch

on this 16th day of Jan. 1924, personally appeared

S. F. Ray and Margaret Ray, his wife 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 12/11/27 192 (Seal)

Forrest C. Welch,

Notary Public