

MORTGAGE RECORD No. 472

NO. 238981 C.M. J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 28 day of August 1923 at 4:10 o'clock P.M.

and duly recorded in Book 472 on page 30

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 27th day of August A. D. 1923, between

R. G. Lytal and Virginia Lytal, his wife

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

and Hanna Lumber Company, a corporation,

of Tulsa County, Oklahoma, part V of the second part;

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

Five Hundred Twenty-six and No/100 (\$526.00)

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

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot Thirteen (13) in Block One (1) in Ramona Addition
to the city of Tulsa, according to the recorded plat
thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued
Rate 11/21/23 thereon in payment of mortgage
tax on the within mortgage.

Dated this 28 day of Aug. 1923
W. W. Stuckey, County Treasurer

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 one promissory note of even date herewith. One for \$526.00 due on or before 90 days after date

made to Hanna Lumber Company, a corporation

or order, payable at 510 S. Quincy St.,

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

R. G. Lytal and Virginia Lytal his wife

Said first part 1es hereby covenant that they owners in fee

simple of said premises and that they are free and clear of all incumbrances except a mortgage in the principal amount of

\$2,000.00 now of record

That they have good right and authority to convey and encumber the same and

The V 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 \$2,000.00 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 \$10.00 and ten per cent of the amount due. Said first part 1es agree

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

judgment 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 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 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 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 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 have hereunto set their hand the day and year first above written.

R. G. Lytal

Virginia Lytal

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

h 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

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned a Notary Public in and for said County and State

on this 27th day of August 1923, personally appeared within and foregoing

R. G. Lytal and Virginia Lytal his wife to me known to be the identical person by 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 January 2, 1927. (Seal)

Arden E. Ross,

Notary Public