

COMPARED

MORTGAGE RECORD No. 472

NO. 249203 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 17 day of Jan. 1924 at 2:40 o'clock P.M.

and duly recorded in Book 472 on page 301

Fees \$

(Seal) O. G. Weaver,

County Clerk

By Brady Brown Deputy

THIS INDENTURE, Made this 4 day of January A. D. 1924, between Stella M. Burgher and G. E. Burgher, her husband of Tulsa County, in the State of Oklahoma, part 198 of the first part and F. H. Zinn of Tulsa part V of the second part;

WITNESSETH, That said part 198 of the first part, in consideration of the sum of Fifteen Hundred Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot Numbered Three (3) of Royal Oak Heights Addition to city of Tulsa, according to the recorded plat, same containing 2½ acres more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 60 and issued Receipt No. 13367 therefor in payment of mortgage

Dated this 18 day of Jan. 1924
W. W. Stokely, County Treasurer

Deputy

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Twenty Five promissory note of even date herewith. One for \$ 60.00 due Feb. 5th, 1924 and one note of \$60.00 due on the 5th day of each month thereafter until the full amount is paid. All notes drawing 8% int. payable monthly.

made to F. H. Zinn

or order, payable at 8 per cent interest per annum, payable semi-annually and signed by:

Stella M. Burgher and G. E. Burgher

Said first part 198 hereby covenant that owner in fee simple of said premises and that they are free and clear of all incumbrances except 1st mtg. of \$1000.00

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 198 agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 198 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 One hundred fifty 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 198 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. 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 198 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 198 of the first part hereunto set their hand the day and year first above written.

Stella M. Burgher
G. E. Burgher

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 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Forrest C. Welch, a Notary Public in and for said County and State on this 4 day of January 1924, personally appeared Stella M. Burgher and G. E. Burgher, her husband, to me known to be the identical person 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 12/11/27, 1924 (Seal)

Forrest C. Welch,

Notary Public