

NO. 249397 C.M.J.

MORTGAGE RECORD No. 472

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 21 day of
Jan. 1924 at 1:30 o'clock P.M.
 and duly recorded in Book 472 on page 307
 Fees \$

TO

O. G. Weaver.

(Seal)

County Clerk

By

Brady Brown.

Deputy

THIS INDENTURE, Made this 21st day of January A. D. 1924, between
E. C. Bowers and Emily R. Bowers, husband and wife
 of Tulsa County, in the State of Oklahoma, part ies of the first part
 and J. R. League
 of Tulsa, Okla. part V of the second part;
 WITNESSETH, That said part ies of the first part, in consideration of the sum of Twenty-four Hundred
Thirty & 00/100 (\$2430.00) 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:

All of Lot Twenty-two (22) in Block One (1) in Betebenner Addition
 to the city of Tulsa, Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I have received of 13393 and issued
21 Jan., 1924
S.B.
 Deputy

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 Twenty-four Hundred Thirty Dollars as shown by
 with. One for \$2430.00 due in monthly installments of 40 each together with interest
 at the rate of eight per cent per annum on all remaining unpaid part of the principal
 made to J. R. League

or order, payable at per cent interest per annum, payable semi-annually and secured by said interest payable monthly and to
be added to the above installments of \$40 each

Said first part ies 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
they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said
 premises in the sum of \$ this mortgage the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 ten per cent of amount due as 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 same manner as the principal debt hereby secured.

Now if said first part ies shall pay or cause to be paid to said second part Y. his heirs or assigns said
 sum of 2430 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 ies 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 ies of the first part have hereunto set their hand S. the day and year first above written.

P. C. Bowers

Emily R. Bowers

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That they of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of 2430 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 has hereunto set his hand this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Russ L. Grant, a Notary Public in and for said County and State
 on this 21st day of January, 1924, personally appeared within and frequently
P. C. Bowers and Emily R. Bowers, husband and wife 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 June 18th, 1925. (Seal)

Russ L. Grant,

Notary Public