

MORTGAGE RECORD No. 472

NO. 249581 C.M.J.

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 23 day of

Jan. 1924 at 1:50 P.M.

and duly recorded in Book 472 on page 312

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 17th day of January A. D. 1924, between George L. Streeby and Lulu J. Streeby, his wife,

of Tulsa County, in the State of Oklahoma, part 108 of the first part and Francis L. Mannas the city of Tulsa, part 7 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Three Thousand Two Hundred and Fifty (\$3,250.00) Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 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 No. Twelve (12) in Block No. Twelve (12) of the Re-subdivision of Block No. Six (6) and Lots numbered One (1) Two (2) and Three (3) of Block numbered Four (4) in Terrace Drive Addition to the city of Tulsa, according to the recorded plat thereof.

13450
24 Jan. 4
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 one certain promissory note of even date herewith. One for \$3250.00 payable at the rate of \$50.00 per month, principal and interest due on the 17th day of each and every month. That is said payments to be applied first to payments of interest on unpaid balance at rate of 8% per annum and balance to apply on principal. made to Francis L. Mannas

or order, payable at Security Nat'l. Bank, Tulsa, Okla.

With per cent interest per annum, payable semi-annually and signed by George L. Streeby and Lulu J. Streeby,

Said first part 108 hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except one certain mortgage to Nettie W. Smith for \$3500.00

That they have good right and authority to convey and encumber the same and the 7 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 \$325.00 Dollars 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 eight 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.

Now if said first part 108 shall pay or cause to be paid to said second part his heirs or assigns said sum of \$3250.00 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 eight 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 108 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 108 of the first part ha. 78. hereunto set their hand S. the day and year first above written.

Geo. L. Streeby
Lulu J. Streeby

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, John K. Bright

a Notary Public in and for said County and State within and foregoing

on this 17th day of January 1924, personally appeared George L. Streeby and Lulu J. Streeby, to me known to be the identical person S. 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 2-20-27, 1924 (Seal)

John K. Bright,

Notary Public