

COMPARED
NO. 250273 J.M.J.

MORTGAGE RECORD No. 472

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100 and issued
Receipt No. 351 therefor in payment of mortgage
on the following mortgage.

City of Tulsa, Okla.
W. W. Snuckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 1 day of
Feb. 1924 at 2:20 o'clock P.M.
and duly recorded in Book 3472 on page 325
Fees \$

O. G. Weaver,

(Seal)

By Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this Ninth day of Jan'y. A. D. 1924, between
Katie Thorp and J. H. Thorp, he husband
of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part
and City Realty-Investment Company
of Tulsa, Okla. part 108 of the second part;
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Four-Hundred-and-No/100 (\$400.00) Dollars
the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 108 of the second part its
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

The West One-Hundred-(W.100) feet, of the East One-Hundred-Fifty (E.150) feet,
of Lot Thirteen (13) in Block Three (3) and the East One-Hundred-(E.100) feet,
of the West One-Hundred-Fifty-(150) feet of the South Fifty (50) feet of Lot
Twelve (12) in Block Three (3) in Kinloch Park Addition according to the re-
corded plat thereof.

The right is hereby reserved to pay any part or all of this note at any time
before maturity.

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 One (1)
with One for \$400.00 due Jan'y. 9th, 1926. Note numbered 14, interest on said note
payable monthly beginning Jan'y. 15th, 1924, (92)
made to City Realty-Investment Co.

or order, payable at Exc. Nat. Bank
with eight after maturity per cent interest per annum, payable semi-annually and signed by Katie Thorp and J. H. Thorp, her
husband.

Said first part 108 hereby covenant S. that they are the 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
the Y. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree S. to insure the buildings on said
premises in the sum of \$800.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108
agree S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 further expressly agree S. 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 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 same manner as the principal debt hereby secured.

Now if said first part 108 shall pay or cause to be paid to said second part 108
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 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 S. Notice of election to declare the whole debt S. above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part ha S. hereunto set their hand S. the day and year first above written.

Katie Thorp

J. H. Thorp

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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 S. hereunto set their hand this day of
1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Harold S. Baer

on this 9th day of Jan'y. 1924, personally appeared Katie Thorp and J. H. Thorp her husband

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 July 9, 1925. (Seal)

Harold S. Baer,

Notary Public

ASSIGNMENT