

## MORTGAGE RECORD No. 472

NO. 250717 C.M.J.

BLACK PRINTING CO. TULSA

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$20 and issued  
 Receipt No. 13642 in payment of mortgage  
 tax on the within instrument.

Dated this 8 day of Feb 1924

W. M. Hootch, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 8 day of  
 Feb. 1924 at 4:10 o'clock P.M.  
 and duly recorded in Book 472 on page 334

Fees \$

O. G. Weaver,  
 (Seal) County Clerk  
 By Brady Brown, Deputy

THIS INDENTURE, Made this 8th day of February A. D. 1924, between  
 Jennie Cole and Frank Cole, her husband  
 of Tulsa County, in the State of Oklahoma, part 198 of the first part  
 and J. E. Roth  
 of Fairfield, Iowa part V of the second part;  
 WITNESSETH, That said part 198 of the first part, in consideration of the sum of  
 One thousand and No/100 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 Selven (11) Block Thirty-Five (35) Owen Addition to the  
 City of Tulsa, Oklahoma according to the recorded plat thereof.

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 promissory note of even date here-  
 with. One for \$1000.00 due Feb. 8, 1925.  
 made to J. E. Roth

or order, payable at Tulsa, Okla.  
 with 8 per cent interest per annum, payable semi-annually and signed by  
 Jennie Cole and Frank Cole

Said first part 198 hereby covenant 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 V 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 \$1500.00 for the benefit of the mortgagee 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 fifteen 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 V 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  
 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 10 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 198 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 198 of the first part ha ve hereunto set their hand and seal the day and year first above written.

Jennie Cole  
 Frank Cole

## 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  
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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 8th day of February 1924, personally appeared Jennie Cole and Frank Cole, her husband  
 to me known to be the identical person, who executed the above instrument  
 and acknowledged to me that th EV executed the same as th air 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)

O. E. Richardson

Notary Public