

NO. 250770 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 9 day of Feb. 1924 at 10:30 o'clock A.M.

and duly recorded in Book 472 on page 335

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 4th day of February, A.D. 1924, between

James Constantine and Olive Constantine, husband and wife,

of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part

and E. Kersey

of Tulsa, Oklahoma, part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Five Thousand and No/100 (\$5,000.00)

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his Dollars and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

All of Lot Six (6) in Block One Hundred Sixty-four (164) in the Town, now City of Tulsa, Oklahoma, according to the Government plat and survey thereof; and

Lot Seven (7) in Block One (1) in Broadmoor Addition to the City of Tulsa, according to the recorded plat thereof,

I hereby certify that the foregoing instrument was filed for record on the 9th day of February, 1924, at 10:30 o'clock A.M. and duly recorded in Book 472 on page 335. W. W. Stuckey, County Clerk.

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

each This conveyance is intended as a mortgage to secure the payment of ten (10) promissory notes of even date herewith for \$500.00 note No. 1 being payable March 10th 1924, and the remaining notes payable serially on the 10th of each month thereafter made to E. Kersey

or order, payable at Exchange Trust Co.

with ten (10) per cent interest per annum, payable semi-annually and signed by James Constantine and Olive Constantine,

Said first part 1st hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except mortgage of \$75,000 on said Lot 6, in Block 164 in Town now City of Tulsa, and \$5000 on Lot 7 in Block 1 in Broadmoor Add.

That they have good right and authority to convey and encumber the same and will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 mortgagee will pay to the said mortgagee Five Hundred and No/100 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 decrees 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 1st shall pay or cause to be paid to said second part 2nd heirs or assigns said sum of money in the above described note 1st mentioned, together with the interest thereon according to the terms and tenor of said note 1st 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 2nd 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 1st 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 1st 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 1st of the first part has hereunto set their hand and seal the day and year first above written.

James Constantine
Olive Constantine

KNOW ALL MEN BY THESE PRESENTS

ASSIGNMENT

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 has hereunto set hand this day of 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Mary M. Miller

on this 4th day of February, 1924, personally appeared James Constantine and Olive Constantine, 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 July 16, 1924. (Seal)

Mary M. Miller,

Notary Public