

## MORTGAGE RECORD No. 472

NO. 250821 O.M. J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 11 day of

Feb. 1924 at 8:00 o'clock A.M.

and duly recorded in Book 472 on page 233.

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this 6th day of February A. D. 1924, between

E. R. Russell and Jane Russell, his wife

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

and W. T. Brumbaugh

of Broken Arrow, Oklahoma, part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

One Hundred Ten and No/100 Dollars

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 heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lots 6 and 7 in Block 50 in the Town of Alsuma, which are owned in fee simple by first parties hereto, and the equity and interest of said first parties in and to Lots 8, 9, 10, 11, 12, 13, and 14 in Block 50 in the Town of Alsuma, according to the recorded plat thereof, said equity and interest of said first parties in and to lots 8, 9, 10, 11, 12, 13 and 14 in Block 50 in the Town of Alsuma being such as they may hold under a sale contract with second party hereto on said lots, said contract being dated April 20th, 1920.

## TREASURER'S ENDORSEMENT

I hereby certify I received \$02 and issued

Receipt No. 13693 for a payment of mortgage

dated the 12th day of Feb. 1924

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

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date here

with. One for \$110.00 due November 20, 1924

made to W. T. Brumbaugh

or order, payable at his office from maturity

with ten per cent interest per annum, payable semi-annually and signed by

E. R. Russell and Jane Russell, his wife

Said first part 1st hereby covenant that are the lawful owner in fee simple of said premises and that they are free and clear of all incumbrances except as to second party's interest

That they have good right and authority to convey and encumber the same and

the 2nd 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 \$ 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 mortgagor will pay to the said mortgagee \$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 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 1st shall pay or cause to be paid to said second part 2nd, 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 ten (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 1st 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 parties of the first part have hereunto set their hand, the day and year first above written.

The name of E. R. Russell was written by me at E. R. Russell's mark The name of - was

his request and in his presence, and mark Jayne Russell's mark written by me at her

made by him in my presence. A.M. Laws request and in her

Witness to mark. W. T. Laws presence and mark

KNOW ALL MEN BY THESE PRESENTS

ASSIGNMENT

Witness to mark:

W. H. Neas

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

his 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

1924

STATE OF OKLAHOMA, County of 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 E. R. Russell & Jane Russell to me known to be the identical persons who executed the within on this day of 1924, personally appeared W. T. Laws and W. H. Neas as witnesses, 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 hand and official seal the day and year first above written.

My commission expires Apr. 16, 1927. (Seal) Will J. Swift

Notary Public