

COMPARED
NO. 251072 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 13 day of

Feb. 1924 at 3:00 P.M.

and duly recorded in Book 472 on page 341

Fees \$.

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 9th day of February A.D. 1924 between
Frank B. Pitts, a single man and Dr. S. Murray and Lillian W. Murray, his wife
of Tulsa County, in the State of Oklahoma, part 1es of the first part
and Jennie C. Lyman
of Tulsa part 1es of the second part:

WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Two Thousand and No/100 Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1es of the second part her heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Lot Twenty Three (23) in Block Two (2) Ohio Place Addition to
the city of Tulsa, Okla. Tulsa County, according to the recorded
plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,200 and issued
Receipt No. 13725 therefor in payment of mortgage
on the within mortgage.

Dated this 14 day of Feb. 1924

W. W. Starnes, County Treasurer

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging 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 \$ 2000.00 due February 9th, 1927

made to Jennie C. Lyman 192

or order, payable at Tulsa, Okla.

with Eight per cent interest per annum, payable semi-annually and assigned by

Frank B. Pitts single man, Dr. S. Murray and Lillian W. Murray, his wife

Said first part 1es hereby covenant that they are the lawful 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 1es will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said

premises in the sum of \$ 2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es

agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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 Two Hundred 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 ten 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 1es 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 1es 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 1es of the first part ha 1es hereunto set their hand 1es the day and year first above written.

Frank B. Pitts

Dr. S. Murray

Lillian W. Murray

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, A. B. Crews

on this 9th day of February, 1924, personally appeared within and foregoing

Frank B. Pitts, Dr. S. Murray and Lillian W. Murray, his wife to me known to be the identical persons who executed the above instrument

and acknowledged to me that 1es executed the same as 1es 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 January 28th, 1925. (Seal)

A. B. Crews,

Notary Public