

COMPARED

MORTGAGE RECORD No. 472

NO. 251135 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 14 day of

Feb. 1924 at 11:40 o'clock A.M.

and duly recorded in Book 472 on page 342

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 21st day of January A.D. 1924, between

William M. Smith and Margaret L. Smith, his wife

of Tulsa County, in the State of Oklahoma, part 108 of the first part

and O. K. Eysenbach

of Tulsa County, Oklahoma, part V of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Eighty Seven Thousand

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

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

The West Eighty (80) feet of Lot One (1) and the West Eighty (80) feet of the North Ninety feet of Lot Two (2) in Block One Hundred Thirty Six (136) in the original Town of Tulsa, Tulsa County, Oklahoma, according to the official plat and survey thereof.

(This mortgage is subject to a prior mortgage in favor of the Massachusetts Life Insurance Company of Springfield, Massachusetts, in the sum of \$225,000.00)

I hereby certify that I received \$17.40 and issued Receipt No. 12729 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of Feb. 1924

W. W. Stuckey, County Treasurer

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

This conveyance is intended as a mortgage to secure the payment of three promissory notes of even date herewith. One for \$30,000.00 due April 16, 1924, one note for \$30,000.00 due July 16, 1924, and one note for \$27,000.00 due October 16, 1924, made to O. K. Eysenbach.

or order, payable at Exchange National Bank, Tulsa, Oklahoma,

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

William M. Smith and Margaret L. Smith, his wife,

Said first part 108 hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage in the sum of \$325,000.00

That they have

the 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 agree to insure the buildings on said premises in the sum of \$325,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Twenty-five Hundred 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 108 shall pay or cause to be paid to said second part 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 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 notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

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

William M. Smith

Margaret L. Smith

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

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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Jess McInnis,

a Notary Public in and for said County and State

on this 24th day of January 1924, personally appeared within and foregoing

William M. Smith and Margaret L. Smith, his 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 Oct. 27th, 1926. (Seal)

Jess McInnis,

Notary Public