

COMPARED  
NO. 251646 C.M.J.

## MORTGAGE RECORD No. 472

ELK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

20

This instrument was filed for record on the

Feb.

1924

at 4:05

P.M.

and duly recorded in Book 472 on page 356

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this Tenth day of Jan'y A. D. 1924, between

Jo. C. Elstner

of Cameron County, in the State of Oklahoma, Texas part V of the first part  
and City Realty-Investment Co.,  
of Tulsa, Tulsa Co. Okla. part V of the second part;

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

Lot Five (5) in Block One (1) in Bullette Addition to the city  
of Tulsa, according to the official plat thereof.

Party of the first part hereby certifies that the above described  
property is no part of his Homestead and has never been occupied  
by him as such.

13819

20 Feb.

S.B.

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 (1) promissory note of even date here-  
with. One for \$ 1000.00 due Jan'y. 10th, 1925.  
made to City Realty-Investment Co.

or order, payable at Exchange Nat. Bank Tulsa, Okla.  
with Eight (8%) per cent interest per annum, payable semi-annually and signed by  
Jo C. Elstner

Said first part V hereby covenant S. that he is the owner in fee  
simple of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same and  
he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S. to insure the buildings on said  
premises in the sum of \$ 1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V  
agree S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S. 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 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 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.

Now if said first part V 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  
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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 V waive S. 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 V of the first part ha S. hereunto set his hand the day and year first above written.

Jo C. Elstner

## 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  
192

Texas  
STATE OF OKLAHOMA, Cameron County, ss.

Before me, W. G. B. Morrison

on this 10th day of January 1924, personally appeared a Notary Public in and for said County and State  
Jo C. Elstner within and foregoing

and acknowledged to me that he executed the same as is 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 1, 1925. (Seal)

W. G. B. Morrison,

Notary Public