

COMPARED

## MORTGAGE RECORD No. 472

NO. 239310 C.M.J.

BLACK PRINTING CO. TULSA

REAL ESTATE MORTGAGE  
(SECOND)

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 4 day of

Sept. 1923 at 11:50 o'clock A.M.

and duly recorded in Book 472 on page 36

Fees \$

(Seal) O. G. Weaver

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 31st day of Aug. A. D. 1923, between

Redmond S. Cole and Mary C. Cole,

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

and Effie D. Douglass

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

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

Three Thousand nine hundred (\$3,900.00)

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 her heirs

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

Oklahoma to-wit:

Lot number three (3) in Block number two (2) in the Broadmoor Addition to the city of Tulsa, according to the recorded plat thereof, it being expressly understood that this mortgage is subsequent to and inferior to a prior mortgage for \$5000 to the Benjamin Vance estate.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$78 and issued Receipt No. 11280 thereon in payment of mortgage tax on the within mortgage.

Dated this 4 day of Sept 1923

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 ten promissory note of even date herewith.

One for \$400.00 due Nov. 1, 1923 and one for a like sum due each sixty days thereafter.

made to Effie D. Douglass

or order, payable at Exchange Trust Co.

with 10 per cent interest per annum, payable semi-annually and signed by

Redmond S. Cole and Mary C. Cole

Said first part 1st hereby covenant that they are the owners in fee

simple of said premises and that they are free and clear of all incumbrances except one mortgage for \$5000

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

The 1st 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 \$5000 for the benefit of the mortgage 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 \$150.00 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 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 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 have hereunto set their hand the day and year first above written.

Redmond S. Cole

Mary C. Cole

## 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

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Fanny K. Biddison, a Notary Public in and for said County and State

on this 31 day of Aug. 1923 personally appeared within and foregoing

Redmond S. Cole and Mary C. Cole, to me known to be the identical persons 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 12th, 1924 (Seal)

Fanny K. Biddison

Notary Public