

COMPARED

## MORTGAGE RECORD No. 472

NO. 252010 C.M. J.

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 26

Feb. 1927 at 2:00 P.M.

and duly recorded in Book 472 on page 370

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 19th day of February, A. D. 1927, between  
 Otis L. Smith and Alta M. Smith, husband and wife,  
 of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part  
 and Lucile Gilmore  
 of Muskogee, Oklahoma part 2nd of the second part;  
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
 Twenty Two Hundred Fifty & 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 her heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

Lot Six (6) of Block Four (4), less the west five feet, in  
 Irving Place Addition to the city of Tulsa, Oklahoma, accord-  
 ing to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that the above instrument is a true and correct copy of the original as recorded in Book 472 on page 370.

26 Feb. 4  
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 promissory note of even date here-  
 with. One for \$2,250.00 due February 19th, 1927 (but with the privilege in the mortgagors of  
 paying fifty dollars of the principal or any multiple thereof at any interest paying  
 date) made to Lucile Gilmore

or order, payable at Tulsa, Oklahoma  
 with nine (9) per cent interest per annum, payable semi-annually and signed by  
 Otis L. Smith and Alta M. Smith, husband and wife.  
 Said first part hereby covenant that they are 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 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 \$2,250.00 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 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 ten dollars and ten per cent of amount remaining unpaid  
 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 shall pay or cause to be paid to said second part her 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 nine (9) 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 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 hands and seal the day and year first above written.

Otis L. Smith

Alta M. 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  
 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  
 1927.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, M. J. Rolette

a Notary Public in and for said County and State

on this 19th day of February, 1927, personally appeared within and foregoing

Otis L. Smith and Alta M. Smith, husband and wife to me known to be the identical person, S, 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 Dec. 19th, 1928. (Seal)

M. J. Rolette,

Notary Public