

COMPILED  
NO. 239345 C.H.J.

## MORTGAGE RECORD No. 472

BACK PRINTING CO. - TULSA

FROM \_\_\_\_\_  
TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 4 day of  
September 1923, at 3:00 o'clock P.M.  
and duly recorded in Book 472 on page 38  
Fees \$ \_\_\_\_\_  
O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this 4th day of September, A. D. 1923, between  
Mary Wray and Lee Wray  
of Tulsa, Okla. County, in the State of Oklahoma, part 1st of the first part  
and A. E. Montgomery  
of Tulsa, Okla. part V of the second part;  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Seven Hundred Fifty and No/100 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 heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

East 45 feet of Lot 1, Block 10 Wakefield Addition to the city  
of Tulsa, Oklahoma according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 14 and issued  
Receipt No. 11374 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 5 day of Sept 1923

W. W. Smalley, County Treasurer

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 1 promissory note, of even date here-  
with. One for \$ 750.00 due June 4, 1924

made to A. E. Montgomery

or order, payable at Tulsa, Okla.

with 6 per cent interest per annum, payable semi-annually and signed by  
Mary Wray and Lee Wray

Said first part they are the owner in fee  
simple of said premises and that they are free and clear of all incumbrances except 1 Mortgage for \$800.00

That they have good right and authority to convey and encumber the same and  
they 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 \$ 100.00 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 \$100.00 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 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 6 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 to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part have their hand the day and year first above written.

Mary Wray  
Lee Wray

## 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 has hereunto set hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Faye Henry, a Notary Public in and for said County and State

on this 4th day of September, 1923, personally appeared

Mary Wray & Lee Wray

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 hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth.

My commission expires 11-27-26, 1923 (Seal)

Faye Henry

Notary Public