

MORTGAGE RECORD No. 472

NO. 252405 C.M.J.

BEACH PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 1 day of

March 1924 at 11:00 o'clock A.M.

and duly recorded in Book 472 on page 381

Fees \$

O. G. Weaver.

(Seal)

By Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this first day of March A.D. 1924, between
W. J. Carl and his wife Evelyn B. Carl
of City of Tulsa, Tulsa County, in the State of Oklahoma, part 1es of the first part
and Grace Cullen and Thomas Cullen, her husband
of City of Tulsa, Tulsa County, Oklahoma. part 1es of the second part;
WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Five Hundred and Fifty and 00/100 Dollars
the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 1es of the second part their
and assigns, all the following described real estate situated in City of Tulsa Tulsa County and State of
Oklahoma to-wit:

All of Lot (9) Nine, in Block (3) Three of City View Hill Addition
to the city of Tulsa, Tulsa County, State of Oklahoma.

13941

March 7

LB

Deputy

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 \$ 550.00 due in monthly installments of \$25.00 and interest at the rate of 8%
payable on the first day of each month, beginning April 1st, 1924 and each consecutive month
up to and including February 1st, 1926.
made to Grace Cullen

or order, payable at Tulsa, Ok.

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

W. J. Carl and his wife Evelyn B. Carl

Said first part 1es hereby covenant that they are owners in fee
simple of said premises and that they are free and clear of all incumbrances

they have

That the Y. will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said
premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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 Fifty Five and 00/100 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 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.

Now if said first part 1es shall pay or cause to be paid to said second part their heirs or assigns said
sum \$550.00 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 1es 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 1es of the first part have hereunto set their hand the day and year first above written.

W. J. Carl

Evelyn B. Carl

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 have hereunto set hand this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Frank J. Manley

on this first day of March 1924, personally appeared within and foregoing

W. J. Carl and his wife Evelyn B. Carl

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 May 13th 1924. (Seal)

Frank J. Manley,

Notary Public