

COMPARED

## MORTGAGE RECORD No. 472

NO. 252502 C.H.J.

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 3 day of March 1924 at 2:10 o'clock P.M.  
and duly recorded in Book 472 on page 382

TO

Fees \$  
O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this First day of March A. D. 1924, between  
Guy W. Settle and Grace H. Settle, his wife  
of Tulsa County, in the State of Oklahoma, part 1st of the first part  
and George Penney  
of Tulsa, Oklahoma part 1st of the second part;  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Twenty Five Hundred & No/100 (\$2,500.00) Dollars  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

Lot Twenty Two (22) Block Twelve (12) East Lawn Addition to Tulsa,  
Oklahoma, according to the recorded plat thereof as filed for  
record in the office of County Clerk in and for Tulsa County, Okla-  
homa.

## TREASURER'S ENDORSEMENT

I have received \$1.50 and issued  
Receipt 13971 for payment of mortgage  
4 March 4  
S.B. 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 (1) promissory note of even date here-  
with. One for \$ 2,500.00 due on or before Three Years after date 1927  
made to George Penney

or order, payable at Tulsa, Okla.  
with Eight (8) per cent interest per annum, payable semi-annually and signed by  
Guy W. Settle and Grace H. Settle

Said first part 1st hereby covenant s that they are the owners 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 y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part y agree s to insure the buildings on said  
premises in the sum of \$ 2,500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st  
agree s to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 2,500.00 Dollars  
as attorney's or solicitor's fees herefor, 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 the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part his heirs or assigns said  
sum 2,500.00 money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note 7  
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 7 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 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 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 ha ve hereunto set their hand S the day and year first above written.

Guy W. Settle  
Grace H. Settle

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That George Penney of Tulsa County, Oklahoma, the within  
named mortgagee in consideration of the sum of 2,500.00 DOLLARS  
to George Penney in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto  
George Penney 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 his hand S this 11 day of  
Dec. 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Forrest C. Welch, a Notary Public in and for said County and State  
on this 1st day of March 1924, personally appeared  
Guy W. Settle and Grace H. Settle, his 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 th 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. 11, 1927 (Seal)

Forrest C. Welch,

Notary Public