

COMPANIES

## MORTGAGE RECORD No. 472

NO. 252847 C.M.J.

BLACK PRINTING CO. TULSA

FROM

TO

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 6 day of March 1924 at 2:50 o'clock P.M.  
and duly recorded in Book 472 on page 388  
Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 6th day of March A. D. 1924, between  
H. C. Pector and Winifred Pector, (his wife)

of Tulsa County, in the State of Oklahoma, part 168 of the first part  
and F. L. Alban  
of Tulsa part 7 of the second part;  
WITNESSETH, That said part ies of the first part, in consideration of the sum of  
One thousand ninety & No/100 Dollars  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

The east forty five (45) feet of the west ninety (90) feet of Lots  
one (1) two (2) three (3) and four (4) Block (17) Seventeen Parkhill  
Addition to the city of Tulsa, Okla.

TULSA COUNTY DEPARTMENT

14005

6 March 1924

SB

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 eleven promissory note S of even date here-  
with. One for \$ 690.00 due Febr. 6, 1925 and ten notes for forty dollars of even date  
herewith payable monthly  
made to F. L. Alban

or order, payable at Tulsa  
with eight per cent interest per annum, payable semi-annually and signed by  
parties of the first part

Said first parties hereby covenant that they are the owner S in fee  
simple of said premises and that they are free and clear of all incumbrances 2500.00 mortgage to Industrial Building & Loan  
Assn

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 parties agree to insure the buildings on said  
premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree  
to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 mortgagee will pay to the said mortgagee ten per cent and ten 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  
judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first parties shall pay or cause to be paid to said second part Y his heirs or assigns said  
sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S  
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 ten 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 Y 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 parties 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 ies of the first part have hereunto set their hand S the day and year first above written.

H. C. Pector  
Winifred C. Pector

## 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  
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STATE OF OKLAHOMA, Tulsa County, ss.Before me, R. R. McCormick

a Notary Public in and for said County and State  
on this 6th day of March, 1924, personally appeared within and foregoing  
H. C. Pector and Winifred C. Pector to me known to be the identical person S who executed the above instrument  
and acknowledged to me that it was executed the same as it is a 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 Mar. 24, 1927. (Seal)

R. R. McCormick,

Notary Public