

MORTGAGE RECORD No. 472

259247 C.M. J.
NO. _____

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 4 day of
Sept. 1923 at 3:30 o'clock P.M.,
and duly recorded in Book 472 on page 39.
Fees \$ _____

TO

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 31st day of August A. D. 1923, between
Wilhemina M. Martin, a widow and H. Vesta Martin, a single person
of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part
and J. L. and Nettie Wernet
of Tulsa part 1st of the second part;
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Twenty five hundred and No/100 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 their heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Lot Ten (10) in Block Seven (7) Lynch Forsythe Addition to the city of Tulsa,
Oklahoma, according to the recorded plat thereof.

(This mortgage is subject to a First mortgage of \$3000.00 payable to OKLAHOMA
Oklahoma Building and Loan Ass'n.

I hereby certify that I received \$250 and issued
Receipt No. 11896 thereon in payment of mortgage
tax of the within mortgage.
Dated this 5 day of Sept. 1923
W. W. Shetler, County Clerk
B. Quinn

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging in anywise apper-
taining forever.

This conveyance is intended as a mortgage to secure the payment of six (6) promissory note. S of even date here-
with. One for \$ 400.00 due August 31, 1924. One for \$ 400.00 due August 31, 1925, one for
\$ 400.00 due August 31, 1926. One for \$ 400.00 due Aug. 31, 1927. One for \$ 400.00 due Aug. 31, 1928 and one for \$ 500.00 due Aug. 31, 1929
made to

J. L. & Nettie Wernetor order, payable at Tulsa, Okla.with 8 per cent interest per annum, payable semi-annually and signed by
Wilhemina M. Martin and H. Vesta MartinSaid first part 1st hereby covenant that they owne in fee
simple of said premises and that they are free and clear of all incumbrances. Except first mortgage for \$3000.00

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 1st agree to insure the buildings on said
premises in the sum of \$ 1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 percent and ten and No/100 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 1st shall pay or cause to be paid to said second part their heirs or assigns said
sum 2500.00 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 S may effect such insurance or pay such taxes and assessments and shall
be allowed interest thereon at the rate of 10 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 S 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 to stay, valuation or appraisal laws.IN WITNESS WHEREOF, said part 1st of the first part ha VS hereunto set their hand S the day and year first above written.Wilhemina M. Martin
H. Vesta Martin

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
_____ 192_____STATE OF OKLAHOMA, Tulsa County, ss.Before me, the undersigned

a Notary Public in and for said County and State

on this 31st day of August 1923, personally appeared
Wilhemina M. Martin and H. Vesta Martin, both single within and foregoing
and acknowledged to me that th ay executed the same as th air 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 March 22, 1925. (Seal)Mabelle DeShetler,

Notary Public