

MORTGAGE RECORD No. 472

252922 C.M.J.
NO.

BLACK PRINTING CO., TULSA

ENDORSEMENT

FROM
 7th day of March 1924
 14021
 Date Rec. 7th day of March 1924
 W. W. Sawyer, County Treasurer
 Deputy

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 7 day of
 March 1924 at 10:30 o'clock A.M.
 and duly recorded in Book 472 on page 391
 Fees \$

G. G. Weaver,
 (Seal) County Clerk
 By Brady Brown, Deputy

THIS INDENTURE, Made this 7th day of March A. D. 1924, between
 H. C. Pestor and Winifred C. Pestor, his wife,
 of Tulsa County, in the State of Oklahoma, part 108 of the first part
 and The First National Bank
 of Tulsa part V of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of
 Thirty Eight Hundred 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 its successors
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lot Eleven (11), in Block Five (5), Orcutt Addition to the city of Tulsa
 Oklahoma, according to the recorded plat thereof. Subject to a First Mortgage
 for \$3,000.00 to V. M. Cone, and a Second Mortgage, of which the balance is
 \$1400.00, payable \$75.00 a month, to Harry Douer; and
 The East Forty Five (45) feet of the West Ninety (90) feet, of Lots One, Two
 Three and Four, in Block Seventeen of Park Hill Addition to the city of Tulsa
 according to the recorded plat thereof; subject to a First Mortgage for \$2500.00
 to the Industrial Bldg. & Loan Assn. and a second mortgage for \$1090.00 to the
 86-1 Investment Co.

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 \$3800.00 due 90 days after date
 made to The First National Bank of Tulsa 192

or order, payable at Tulsa
 with seven (7) per cent interest per annum, payable semi-annually and signed by
 H. C. Pestor and Winifred C. Pestor, his wife,

Said first part 108 hereby covenant, that they are the ownerS in fee
 simple of said premises and that they are free and clear of all incumbrances except as above set forth

That they have good right and authority to convey and encumber the same and
 the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said
 premises in the sum of \$3800.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 of principal 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
 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 108 shall pay or cause to be paid to said second part its successors 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 ten percent 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 108 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 108 of the first part have hereunto set their handS the day and year first above written.

H. C. Pestor
 Winifred C. Pestor

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. A. Blackburn, a Notary Public in and for said County and State
 on this 7 day of March 1924, personally appeared within and foregoing
 H. C. Pestor and Winifred C. Pestor to me known to be the identical personS who executed the 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 official hand and seal the day and year above set forth.
 My commission expires Jan. 9, 1924. (Seal)

R. A. Blackburn,
 Notary Public