

COMPARED

MORTGAGE RECORD No. 472

NO. 253149 C.M.J.

BLACK PRINTING CO. TULSA

14063
10 March 4
S.B.

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 10 day of
March 1924, at 4:20 o'clock P.M.
and duly recorded in Book 472 on page 398
Fees \$

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

THIS INDENTURE, Made this 16th day of August A. D. 1923, between
Hooper Brothers, a corporation
of Tulsa County, in the State of Oklahoma, part of the first part
and First National Bank of Tulsa, Oklahoma
of Tulsa, Oklahoma part of the second part;
WITNESSETH, That said part of the first part, in consideration of the sum of
Twenty-five Thousand & No/100 Dollars
the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part its successors
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Westerly Fifty (50) feet of Lot Five (5), in Block Eighty (80), of Original
#1. Town, now city of Tulsa, according to the official plat thereof;
State of Oklahoma, County of Tulsa.) ss.

Personally appeared before me, the undersigned, a Notary Public, in and for said County and
State, on this 16th day of Aug. 1923, B.A. Hooper, to me known to be the identical person
who executed the above and foregoing instrument as the President of Hooper Brothers, a
corporation, and acknowledged to me that he executed the same as his free and voluntary
act and deed, and as the free and voluntary act and deed of said Hooper Brothers, a
corporation, for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and date
last above written.
My commission expires Mar. 24, 1927. (Seal) R. R. McCormick, Notary Public.

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 Six (6) promissory notes described as follows:
to-wit: One for \$3000.00, dated June 30, 1923, due September 28, 1923;
with One for \$7500.00 dated August 6, 1923, due November 3, 1923;
made to One for \$5000.00, dated August 9, 1924, due November 7, 1923;
or order, payable at One for \$7000.00 dated August 16, 1923, due November 15, 1923;
with One for \$1000.00 dated August 16, 1923, due November 28, 1923;
each bearing interest at 10% per annum after maturity, payable to the order of the First
National Bank of Tulsa, Oklahoma, and executed by the mortgagor.
Said first part hereby covenant that it is the owner in fee
simple of said premises and that they are free and clear of all incumbrances.

That it has good right and authority to convey and encumber the same and
he it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 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
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 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 as provided in said notes 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 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 mortgage 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 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 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 of the first part ha. S. hereunto set its name and seal day and year first above written.

Attest: Thos. S. Larkin (Cor. Seal) HOOPER BROTHERS
Secretary. By B. A. Hooper, President.

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.

#1.

STATE OF OKLAHOMA, County, ss.

Before me, a Notary Public in and for said County and State
on this day of 192, personally appeared, to me known to be the identical person who executed the above instrument
and acknowledged to me that he executed the same as his 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 192.

Notary Public