

## MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 11 day of

March 1924 at 11:50 o'clock A.M.

and duly recorded in Book 472 on page 400

Fees \$.

G. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this 11th day of March A. D. 1924, between

Ethel L. Neilson and James P. Neilson Jr. her husband  
 of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part  
 and Grace E. Denman  
 of Tulsa, Oklahoma, part 7 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of  
 Seventeen Hundred Fifty-five and No/100 Dollars  
 the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 7 of the second part her heirs  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

All of Lot Twenty-nine (29) in Block Three (3) of the Subdivision of  
 Blocks Two (2), Three (3) and Seven (7) of Terrace Drive Addition to  
 the city of Tulsa, Tulsa County, Oklahoma, according to the recorded  
 plat thereof,

14085

1.08

12

March 4

S.V.B.

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

This conveyance is intended as a mortgage to secure the payment of a certain promissory note of even date here-  
 with, One for \$1,755.00 due on or before three years from date, with privilege of paying  
 any part of note at any time and stopping interest thereon.  
 made to Grace E. Denman

or order, payable at Harlingen, Texas  
 with 8 per cent interest per annum, payable annually and signed by  
 Ethel L. Neilson and James P. Neilson Jr. her husband

Said first part 108 hereby covenant that they are the owner in fee  
 simple of said premises and that they are free and clear of all incumbrances except mortgage \$4,245.00 to Home Savings and  
 Loan Ass'n.

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 108 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 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 10% Dollars  
 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 8% 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.

Now if said first part 108 shall pay or cause to be paid to said second part her 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  
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 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 to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part ha hereunto set their hand S the day and year first above written.

Ethel L. Neilson

Jas. P. Neilson Jr.

## 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, T. H. Thompson

11th day of March 1924, personally appeared within and foregoing  
 Ethel L. Neilson and James P. Neilson Jr. her husband  
 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 May 7, 1927. (Seal)

T. H. Thompson,

Notary Public