

## MORTGAGE RECORD No. 472

NO. 255518 C.H.J.

BLACK PRINTING CO. TULSA

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1444 and issued Receipt No. 14119 therefor in payment of mortgage on the within mortgage.

Dated this 15 day of March 1924

W. W. Simpson, County Treasurer

S.B.

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 15 day of

March 1924 at 9:40 o'clock A.M.

and duly recorded in Book 472 on page 408

Fees \$.

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

Deputy

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

B. E. Capps

of Tulsa County, in the State of Oklahoma, part V of the first part

and First National Bank

of Tulsa, Oklahoma, part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of

Seven Thousand Two Hundred Fifty and No/100

the receipt of which is hereby acknowledged, do hereby 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: And undivided one-half interest in and to the following: NE 1/4 of the NW 1/4 of Section 28; and the SW 1/4 of the SW 1/4; and S 1/4 of NW 1/4 of SW 1/4 and NE 1/4 of NW 1/4 of SW 1/4; and NW 1/4 of SE 1/4 of Section 21, all in Township 20 North, Range 13 East, containing 120 acres; this land is not now nor has ever been occupied by me as a homestead and is given to secure the mortgage for any and all indebtedness now owed or due the same by the mortgagor;

State of Oklahoma, Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this -- day of March 1924, personally appeared B. E. Capps, to me known to be the identical person who executed the within and foregoing 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 10-25-1925.

(Seal)

Estelle Simpson, Notary Public.

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 two promissory note of even date here-

with. One for \$5000 due thirty days after date dated March 5, 1924; and one for

\$2250.00 dated February 23, 1924, due thirty days after date, 192

made to First National Bank.

or order, payable at Tulsa, Oklahoma

with ten per cent interest per annum, payable semi-annually and signed by

B. E. Capps

Said first part V hereby covenant that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances.

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

Said first part V 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 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 V 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 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 V 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 V of the first part ha hereunto set his hand the day and year first above written.

B. E. Capps

## 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 his hand this day of

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Estelle Simpson

on this 14th day of March 1924, personally appeared

B. E. Capps

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 hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth.

My commission expires October 30, 1925 (Seal)

Estelle Simpson,

#1.

Notary Public