

COMPARED

253590 C.H.J.
NO.

MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

SECOND REAL ESTATE MORTGAGE.

FROM _____ TO _____

STATE OF OKLAHOMA, Tulsa County ss. 17
This instrument was filed for record on the 17 day of
March 1924 at 10:20 o'clock AM
and duly recorded in Book 472 on page 412
Fees \$ _____
O. G. Weaver,
(Seal) _____ County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 4th day of March A.D. 1924 between
Wm. M. Smith and Margaret L. Smith, his wife,
of Tulsa County, in the State of Oklahoma, part 108 of the first part
and Brickner-Garbett Construction Company
of Tulsa part X of the second part;
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Fifty-two Hundred (\$5200.00) Dollars
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part X of the second part its successors
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

The West Thirty-five (35) feet of Lot Sixty Seven (67) and all of Lot
Sixty Eight (68) Block Eight (8) South Side Addition to the city of
Tulsa.

This mortgage is given subject to a prior mortgage in favor of Gum
Brothers in the sum of \$9000.00

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 \$ 5200.00 due July 1, 1925 with interest from September 1, 1924,
made to Brickner-Garbett Construction Company

or order, payable at Tulsa, Okla. at maturity
with 8 per cent interest per annum, payable semiannually and signed by
Wm. M. Smith and Margaret L. Smith, his wife

Said first part 108 hereby covenant that they are owner in fee
simple of said premises and that they are free and clear of all incumbrances except mortgage to Gum Brothers in the sum of
\$9000.00

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 108 agree to insure the buildings on said
premises in the sum of \$ 15,000.00 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 five hundred 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 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.

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 hereby set their hand and seal the day and year first above written.

W. M. Smith

Margaret L. Smith

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 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 5th day of March 1924, personally appeared
Wm. M. Smith and Margaret L. Smith
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 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 June 2, 1925. (Seal) L. E. Johnson
Notary Public