

MORTGAGE RECORD No. 472

NO. 253900 C.M.J.

BLACK PRINTING CO. TULSA

FROM
TREASURER'S ENDORSEMENT
I hereby certify that the within instrument is a true and correct copy of the original as the same appears in the records of the County of Tulsa, Oklahoma.
14185
TO
20 Mch 1924
S.B.

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 20 day of March 1924 at 4:00 P.M.
and duly recorded in Book 472 on page 419
Fees \$.

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

THIS INDENTURE, Made this 13th day of March A. D. 1924, between
J. W. Ballew
of Tulsa, Tulsa County, in the State of Oklahoma, part 1 of the first part
and J. R. Chapple and W. P. Chapple
of Tulsa part 1 of the second part;

WITNESSETH, That said part 1 of the first part, in consideration of the sum of
Six hundred (\$600.00) Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1 of the second part their heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit: Lots Eleven (11) & Twelve (12) Block Three (3) in Parkdale Addition
Addition to the city of Tulsa according to the recorded plat thereof.

#1.
State of Oklahoma, Tulsa County, ss.
Before me B. R. Farmer, a Notary Public in and for said County and State, on this 13 day of Mch. 1924, personally appeared J. W. Ballew & Mrs. J. W. Ballew his wife to me known to be the identical persons who executed the within and foregoing 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 Aug. 24, 1926. (Seal) B. R. Farmer, 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 twelve promissory note of even date herewith. One for \$ 50.00 due April 15th, 1924 and one due on the 15th day of every month until all has been paid.
made to J. R. and W. P. Chapple

or order, payable at their office
with eight (8) per cent interest per annum, payable semi-annually and signed by
J. W. Ballew

Said first part hereby covenants 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 he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agrees to insure the buildings on said premises in the sum of \$ 600.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agrees 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 Sixty 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 thereof shall be recovered in said foreclosure suit and included in any judgment 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 their 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 eight 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 waives 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 of the first part has hereunto set his hand the day and year first above written.

J. W. Ballew
Mrs. J. W. Ballew

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS
That J. R. Chapple and W. P. Chapple of Tulsa, Okla. County, Oklahoma, the within named mortgagee in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to us in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto Norvel & Dial, Inc.
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 has hereunto set their hand this Fourteenth day of March 1924.

J. R. Chapple W. P. Chapple
By J. R. Chapple

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned, a Notary Public in and for said County and State

on this 20 day of March 1924, personally appeared
J. R. Chapple 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 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 Sept. 5, 1924. (Seal) Brady Brown, Notary Public

#1.