

253991 C.H.J.  
NO. 420

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

21

This instrument was filed for record on the  
March 1924 at 2:45 o'clock P.M.  
and duly recorded in Book 472 on page 420  
Fees \$.

TO

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this Sixth (26th) day of February A. D. 1924, between  
H. R. Moffett, a single man

of Tulsa County, in the State of Oklahoma, part V of the first part  
and C. A. Mayo and Chas. T. Abbott  
of Tulsa, Tulsa County, Oklahoma part ies of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of  
Five Hundred & No/100 (\$500.00) Dollars  
the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part ies of the second part their heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

Lot Seven (7) Block Three (3) Harvard Heights Addition to Tulsa,  
Oklahoma, according to the recorded plat thereof as filed for  
record in the office of County Clerk in and for Tulsa, Oklahoma.

TULSA COUNTY RECORDS  
14201  
20%  
21 Mar 1924  
S.E.

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 One promissory note of even date here-  
with. One for \$ 500.00 payable Fifteen (15) Dollars April 1st, 1924 and on the 1st day  
of each and every month thereafter the further sum of Fifteen Dollars until the full sum  
of \$ 500.00 is paid with interest at the rate of 8% per annum payable semi annually.  
made to C. A. Mayo and Chas. T. Abbott

or order, payable at per cent interest per annum, payable semi-annually and signed by  
H. R. Moffett

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  
he 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 V  
agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S 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 One 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 V shall pay or cause to be paid to said second part ies 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 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 S 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 V of the first part has his hand the day and year first above written.

H. R. Moffett

## 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, Guy W. Settle, a Notary Public in and for said County and State  
on this 26 day of February, 1923, personally appeared within and foregoing  
H. R. Moffett, a single man 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 June 15th, 1926. (Seal)

Guy W. Settle,

Notary Public