

COMPARED  
NO. 254602 C.M.J.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM  
TREASURER'S ENDORSEMENT  
I hereby certify that I received \$40 and issued  
Receipt No. 11995- therefor in payment of mortgage  
TO  
Lester H. 31 March 1924  
W. W. Weaver, County Treasurer  
STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 31 day of  
March 1924 at 10:30 o'clock A.M.  
and duly recorded in Book 472 on page 433  
Fees \$  
O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this 26th day of A. D. 1924, between  
Elizabeth Lowe, a feme sole,  
of Tulsa County, in the State of Oklahoma, part V of the first part  
and R. C. Lowe  
of Tulsa, Okla., part V of the second part;  
WITNESSETH, That said part V of the first part, in consideration of the sum of  
Two Thousand (\$2000.00) and No/100 Dollars  
the receipt of which is hereby acknowledged, do S by these presents grant, bargain, sell and convey unto said part V of the second part his heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

The Southly Forty-five (45) feet of Lot Five (5) in Block  
Three (3) Original Town of Tulsa according to the recorded  
plat thereof.

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 certain promissory note of even date here-  
with. One for \$ 2000.00 due March 26, 1925  
made to R. C. Lowe

or order, payable at Exchange Natl. Bank  
with eight per cent interest per annum, payable semi-annually and signed by  
Elizabeth Lowe

Said first part V hereby covenant that she is owner in fee  
simple of said premises and that they are free and clear of all incumbrances except 1st Mtge. for \$4000.00 less payments

she has good right and authority to convey and encumber the same and  
S he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S to insure the buildings on said  
premises in the sum of \$ 2000.00 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 Two 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 V his 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 V waive S 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 S hereunto set her hand the day and year first above written.  
Elizabeth Lowe

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within  
named mortgages 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  
h 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  
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STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Ruth Martindale, a Notary Public in and for said County and State  
on this 26 day of March 1924, personally appeared within and foregoing  
Elizabeth Lowe, a feme sole to me known to be the identical person who executed the above instrument  
and acknowledged to me that S h e executed the same as h 2 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 6/21/25, 1924 (Seal) Ruth Martindale,  
Notary Public