

MORTGAGE RECORD No. 472

NO 254651 C.W.J.

COMPARED

BLACK PRINTING CO., TULSA

THEASURER'S ENDORSEMENT
I hereby certify that I received \$5.00 and issued
this instrument for the purpose of payment of mortgage
No. 472 of the State of Oklahoma, Tulsa County ss.
March 31 1924 at 3:00 o'clock P. M.
and duly recorded in Book 472 on page 435
Fees \$
By (Seal) O. G. Weaver, County Clerk
Brady Brown, Deputy

THIS INDENTURE, Made this thirty first day of March, A. D. 1924, between
Giles A. Penick and Mary R. Penick, his wife
of the city of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part
and Etta Berst
of the city of Tulsa, Oklahoma part V of the second part;
WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Eight thousand (8,000.00) Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part her heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Lot Sixteen (16) in Block Eight (8) of the Gillette-Hall Addition
to the city of Tulsa, Oklahoma, 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 Fourteen promissory note S of even date here-
with. for \$ 600.00 each and one for \$200.00 the first of said notes due on the last day
of September 1924, and one of said notes every six months thereafter until all are fully
paid. made to Etta Berst

or order, payable at Tulsa, Oklahoma
with eight per cent interest per annum, payable semi-annually and signed by
Giles A. Penick
Said first part 108 hereby covenant that they are the owner S in fee
simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same and
the V 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 \$1000.00 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 mortgagee will pay to the said mortgagee ten per cent and \$10. 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 her heirs or assigns said
sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S
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 S 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 S, 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 ha ve hereunto set their hand S the day and year first above written.
Giles A. Penick
Mary R. Penick

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
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STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned, a Notary Public in and for said County and State
on this 31st day of March, 1924, personally appeared within and foregoing
Giles A. Penick and Mary R. Penick, his wife, to me known to be the identical person S who executed the above instrument
and acknowledged to me that they executed the same as th 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 19, 1928. (Seal) C. K. Dittmer,
Notary Public