

MORTGAGE RECORD No. 472

254751 C.H.J.
NO. _____

BLACK PRINTING CO. TULSA

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 2 day of
April 1924 at 10:40 o'clock A.M.
 and duly recorded in Book 472 on page 437
 Fees \$ _____
 O. G. Weaver,
 (Seal) County Clerk
 By Brady Brown, Deputy

THIS INDENTURE, Made this twenty-eighth day of March, A. D. 1924, between
Chester V. Fleming and Rebecca Fleming, his wife
 of Tulsa County, in the State of Oklahoma, part 188 of the first part
 and Della Basey, a feme sole
 of Tulsa, Oklahoma part V of the second part;
 WITNESSETH, That said part 188 of the first part, in consideration of the sum of
Twenty-five Hundred and No/100 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:

All of lots nineteen (19) and twenty (20) in Block ten (10)
 in Forest Park Addition to the city of Tulsa Oklahoma according
 to the recorded plat of said addition.

#1. State of Oklahoma, Tulsa County, ss.
 Before me Fay L. Hollis, a Notary Public in and for said County and state, on this 28th
 day of March, A. D. 1924, personally appeared Chester V. Fleming and Rebecca Fleming, his
wife to me known to be the identical persons who executed the within and foregoing in-
strument, 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 April 24, 1926. (Seal) Fay L. Hollis, Notary Public.

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 Twenty-four (24) promissory note S of even date here-
 with. One for \$ 200.00 due March 28, 1926 and 23 notes for \$100.00 each payable monthly
 beginning April 28, 1924 and payable on the 28th day of each succeeding month till all
 are paid. Della Basey

or order, payable at Exchange Natl. Bk.
 with eight per cent interest per annum, payable semi-annually and signed by
Chester V. Fleming and Rebecca Fleming
 Said first part 188 hereby covenant that they are owner in fee
 simple of said premises and that they are free and clear of all incumbrances except a 1st Mtg. for \$4000 less payment

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 188 agree to insure the buildings on said
 premises in the sum of \$ 2500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 188
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 188 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 Two Hundred Fifty and No/100 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 same manner as the principal debt hereby secured.

Now if said first part 188 shall pay or cause to be paid to said second part V her heirs or assigns said
 sum 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 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 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 188 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 188 of the first part have set their hand S the day and year first above written.

Chester V. Fleming
Rebecca Fleming

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS
 That Della Basey, a feme sole of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of Twenty-five Hundred and No/100 DOLLARS
 to her in hand paid, the receipt whereof is hereby acknowledged, do es hereby sell, assign, transfer, set out and convey unto
Exchange Trust Co. of Tulsa Okla. a corporation
her 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 her hand S this 29th day of
March A.D. 1924.

Della Basey

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, the undersigned, a Notary Public in and for said County and State
 on this 29th day of March A.D. 1924, personally appeared Della Basey, a feme sole
to me known to be the identical person who executed the above instrument
 and acknowledged to me that she executed the same as her 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 May 29, 1926. (Seal)

Bertha L. Cooper,

Notary Public