

COMPALED

MORTGAGE RECORD No. 472

NO. 255170 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 7 day of

April 1924 at 4:15 o'clock P.M.

and duly recorded in Book 472 on page 446

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this 7th day of April A.D. 1924, between
 Rex S. Walker and Edna O. Walker, his wife
 of Tulsa County, in the State of Oklahoma, part 128 of the first part
 and Elsie F. Beall part 128 of the second part;
 WITNESSETH, That said part 128 of the first part, in consideration of the sum of
 Five Thousand and No/100 (\$5,000.00) Dollars
 the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 128 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 Fourteen (14), Block Eight (8) Oak Grove Addition to the city of
 Tulsa, Oklahoma, according to the recorded plat thereof and all improve-
 ments thereon.

TREASURER'S ENDORSEMENT

14396
 8 April 1924
 S.B.

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 promissory note of even date here-
 with. One for \$5,000.00 due April 7th, 1927.
 made to Elsie F. Beall

or order, payable at First National Bank
 with eight (8) per cent interest per annum, payable semi-annually and signed by
 Rex S. Walker and Edna O. Walker, his wife,
 Said first part 128 hereby covenant that they are owner 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 128 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 128 agree to insure the buildings on said
 premises in the sum of \$7500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 128
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 128 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 Dollars
 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.

Now if said first part 128 shall pay or cause to be paid to said second part her heirs or assigns said
 sum of \$5,000.00 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 128 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 128 of the first part have hereunto set their hand and seal the day and year first above written.

Rex S. Walker
 Edna O. Walker

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, Vera E. Kennedy

on this 7th day of April 1924, personally appeared within and foregoing

Rex S. Walker and Edna O. Walker, his wife, to me known to be the identical person who executed the above 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 Mar. 3, 1927, 192 (Seal)

Vera E. Kennedy,

Notary Public