

MORTGAGE RECORD No. 472

NO. 255276 C. M. J.

BLACK PRINTING CO. - TULSA

FROM _____
TO _____
STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 8 day of April 1924 at 3:15 o'clock P. M. and duly recorded in Book 472 on page 447
Fees \$ _____
O. G. Weaver,
(Seal) _____ County Clerk
By: Brady Brown, _____ Deputy

THIS INDENTURE, Made this 4th day of April A. D. 1924, between
Amelia D. Lee
of Tulsa County, in the State of Oklahoma, part. V of the first part
and Jesse Edwards
of Tulsa, Oklahoma part. V of the second part;
WITNESSETH, That said part V of the first part, in consideration of the sum of Two hundred and eighteen 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 his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot (20) Twenty in Block (2) Two, together with improvements thereon, Ridgedale Terrace, Second addition to the city of Tulsa, Tulsa County, Oklahoma.

14417
9 April 4
S.B.

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 Two promissory note S of even date herewith. One for \$ 50.00 due April 25th, 1924 and one for \$138.00 due July 1st 1924

made to Jesse Edward 192

or order, payable at maturity
with 8% per cent interest per annum, payable semi-annually and signed by Amelia D. Lee

Said first part V hereby covenant S that she is owner in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage for \$3000.00 and one second mortgage for \$1200.00 now on file in Tulsa County.

That she has good right and authority to convey and encumber the same and She 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 \$ 3000.00 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 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 \$10.00 and 10 per cent 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 \$218.00 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 may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8% 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 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 hereto set her hand the day and year first above written.

Amelia D. Lee

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, _____ a Notary Public in and for said County and State on this 8th day of April 1924, personally appeared Amelia D. Lee

to me known to be the identical person who executed the above instrument and acknowledged to me that Sh S executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal on the day and date last above written.

WITNESS my official hand and seal the day and year above set forth.
My commission expires Sept. 26, 1927 192 (Seal)

Vanetta Glaser,

Notary Public