

COMPARED

MORTGAGE RECORD No. 472

NO. 239415 C.M.J.

BLACK PRINTING CO. - TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County ss.
This instrument was filed for record on the 5th day of
Sept. 1923, at 4:00 o'clock P.M.
and duly recorded in Book 472 on page 46.
Fees \$ _____
O. G. Weaver,
(Seal) _____ County Clerk
By Brady Brown, Deputy

THIS INDENTURE, Made this 5th day of Sept. A. D. 1923, between
Arthur Hill and Lola Hill, husband and wife
of Tulsa County, in the State of Oklahoma, part 103 of the first part
and State of Oklahoma part Y of the second part;
WITNESSETH, That said part 103 of the first part, in consideration of the sum of
One Thousand and No/100 Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part its heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma to-wit:

Lot 11 Block One, Rosedale Addition, Tulsa, Okla.

The condition of this mortgage is that in event Pearl Page, charged with unlawful possession of intoxicants, appears to answer said charge in County Court Tulsa Co. Okla. on Oct. 1, 1923 then this mortgage to be void, otherwise in force and effect and this mortgage is given in lieu of an appearance bond.

I hereby certify that I received \$ 20 and issued
Receipt No. 11402 therefor in payment of mortgage
tax on the within mortgage.

Dated this 5 day of Sept 1923

W. W. DEWEY, County Clerk

B. Quinn
Deputy

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 ONE promissory note of even date herewith. One for \$ 1000.00 due as above (or Oct. 1, 1923)

made to State of Okla. 1923

or order, payable at _____
with _____ per cent interest per annum, payable semi-annually and signed by Arthur Hill and Lola Hill

Said first part hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except \$300.00 mortgage

That they have good right and authority to convey and encumber the same and the Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said premises in the sum of \$ _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 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 reasonable 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 shall pay or cause to be paid to said second part its heirs or assigns said sum of _____ 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 waive notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part Y of the first part hereunto set their hand the day and year first above written.

Lola Hill
Arthur Hill

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 _____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, _____ a Notary Public in and for said County and State on this 5 day of Sept, 1923, personally appeared Arthur Hill & Lola Hill 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 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 _____, 1923

(Seal)

Hal Turner, Court Clerk.

By J. G. Diamond, Deputy Notary Public