

MORTGAGE RECORD No. 472

NO. 256911 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 29 day of

April 1924 at 2:25 o'clock P.M.

and duly recorded in Book 472 on page 476

Fees \$.

TO

(Seal) O. G. Weaver,

County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this 26th day of April, A.D. 1924, between

Mollie Benningfield, a single woman

of Tulsa County, in the State of Oklahoma, as part V of the first part

and Wayne L. Dickey

of Tulsa Oklahoma part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of

Three Hundred Ten and No/100 Dollars

the receipt of which is hereby acknowledged, do hereby 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 One (1) in Block Three (3) of Carter Addition to the city of
Tulsa; Tulsa County, 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 appertaining forever.

This conveyance is intended as a mortgage to secure the payment of my promissory note of even date herewith, One for \$155.00 due as follows: June 26, 1924 \$51.66; July 26, 1924 \$25.83; Aug. 26, 1924, \$25.83; Sept. 26, 1924, \$25.83; Oct. 26, 1924 \$25.83; One note for \$155.00 due as follows: Nov. 26, 1924, \$25.83; Dec. 26, 1924, \$25.83; Jan. 26, 1925, \$25.83; Feb. 26, 1925, \$25.83; March 26, 1925, \$25.83 and April 26, 1925 \$25.83.

made to Wayne L. Dickey.

or order, payable at Tulsa, Oklahoma,

with ten (10) per cent interest per annum, payable semi-annually and signed by

Mollie Benningfield, a single woman,

Said first part V hereby covenant that she is the owner in fee simple of said premises and that they are free and clear of all incumbrances. No exceptions.

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 agrees to insure the buildings on said premises in the sum of \$100.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agrees 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 One Hundred 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 V shall pay or cause to be paid to said second part V his heirs or assigns said sum 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 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, 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 waives 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 V of the first part has hereunto set her hand the day and year first above written.

Witness to mark

Mack Benningfield

W. B. Grayson

Mollie X Benningfield

mark

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 has hereunto set hand this day of 1924.

STATE OF OKLAHOMA, County of Tulsa County, ss.

Before me, P. L. Long, a Notary Public, in and for said county and state on this 26th day of April, 1924, personally appeared Mollie Benningfield, a single woman to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of Mack Benningfield and W. B. Grayson as witnesses, 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. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Sept. 6, 1927. (Seal)

P. L. Long,

Notary Public