

MORTGAGE RECORD No. 472

NO. 257389 C.M.J.

BLACK PRINTING CO. TULSA

14740 FROM
 6 May 4
 TO 18
 1924

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 5 day of
 May 1924 at 10:00 o'clock A.M.
 and duly recorded in Book 472 on page 487
 Fees \$
 O. G. Weaver,
 (Seal) County Clerk
 By Brady Brown, Deputy

THIS INDENTURE, Twenty seventh day of March, A.D. 1924, between
 Giles A. Penick and Mary R. Penick, his wife,
 of the city of Tulsa, Tulsa County, in the State of Oklahoma, part 188 of the first part
 and The Collinsville National Bank
 of the city of Collinsville, Okla. part V of the second part;
 WITNESSETH, That said part 188 of the first part, in consideration of the sum of
 Two thousand (2,000.00)
 the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said part V of the second part its successors
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lots fifteen (15) and sixteen (16) in Block eighteen (18)
 of Cherokee Heights Addition to the city of Tulsa, Oklahoma,
 according to the recorded plat thereof.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, to 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 \$2,000.00 due on or before the 27th day of March, 1925.

made to The Collinsville National Bank 192

or order, payable at Collinsville, Ok.

with eight per cent interest per annum, payable semi-annually and signed by
 Giles A. Penick and Mary R. Penick

Said first part 188 hereby covenant that they are the 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 Y 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 \$ 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 ten percent and ten (10.00) 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 188 shall pay or cause to be paid to said second part its successors 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 188 waive notice of election to declare the whole debt above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 188 of the first part have hereunto set their hands the day and year first above written.

Giles A. Penick

Mary R. Penick

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
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STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, the undersigned a Notary Public in and for said County and State
 on this 27th day of March, 1924, personally appeared within and foregoing
 Giles A. Penick and Mary R. Penick, his wife, to me known to be the identical person who executed the above instrument
 and acknowledged to me that it is by executed the same as a 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 Sept. 25th 1924. (Seal)

W. J. Henry,

Notary Public