

COMPARED

MORTGAGE RECORD No. 472

49

NO. 239442 C.M.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 14 and issued
Receipt No. 11422 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Sept 1923

W. W. Stuckey, County Treasurer

B. Quinn
Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 6 day of
Sept. 1923 at 9:00 o'clock A.M.
and duly recorded in Book 472 on page 49
Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this first day of September A. D. 1923 between

L. D. Logan and his wife Irene Logan

of City of Tulsa, Tulsa County, in the State of Oklahoma, part 1st of the first part

and Dickason Goodman Lumber Company a corporation

of City of Tulsa, Tulsa County, Oklahoma. part V of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Six Hundred and Eighty Two and 50/100 (\$682.50) Dollars

the receipt of which is hereby acknowledged, doS. by these presents grant, bargain, sell and convey unto said part V of the second part their heirs

and assigns, all the following described real estate situated in City of Tulsa, Tulsa County and State of
Oklahoma to-wit:

All of Lot (3) three; Block (1) One; Kirkpatrick Heights Addition
to city of Tulsa, Tulsa County, State of Oklahoma, according to
the recorded plat thereof, excepting the North (25 ft.) dedicated
to the public for street purposes.

This mortgage is given subject to one certain mortgage recorded in favor of the
Aetna Building and Loan Association, in the amount of Two Thousand Dollars (\$2000.00)

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 \$ 682.50 due Monthly payments in the amount of (\$50.00) Fifty Dollars,
payable on the first day of each month, beginning September 1st, 1923, until paid. 1923
made to Dickason Goodman Lumber Co.

or order, payable at Tulsa, Oklahoma

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

L. D. Logan and his wife Irene Logan

Said first part 1st hereby covenant S. that they are owner in fee
simple of said premises and that they are free and clear of all incumbrances,
exception above noted

That they have good right and authority to convey and encumber the same and
they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree S. to insure the buildings on said
premises in the sum of \$ 500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
agree S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree S. 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 Fifty and 00/100 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 1st shall pay or cause to be paid to said second part their heirs or assigns said
sum \$682.50 of money in the above described note 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 S. 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 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 1st waive S. 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 1st of the first part ha vg hereunto set their hands S. the day and year first above written.

L. D. Logan

Irene Logan

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That S. of S. County, Oklahoma, the within
named mortgagee S. in consideration of the sum of S. DOLLARS
to S. in hand paid, the receipt whereof is hereby acknowledged, do S. hereby sell, assign, transfer, set out and convey unto
S. heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note S. 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 S. day of
S. 1923

STATE OF OKLAHOMA, City of Tulsa, Tulsa County, ss.

Before me, Frank J. Manley

a Notary Public in and for said County and State

on this fifth day of September 1923, personally appeared

L. D. Logan and his wife Irene Logan to me known to be the identical person S. who executed the within and foregoing instrument

and acknowledged to me that th. sy. executed the same as th. air 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 May 13th 1924. (Seal)

Frank J. Manley,

Frank J. Manley,

Notary Public