

NO. 258160 C.M.J.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 14 day of

May 1924 at 1:00 o'clock P.M.

and duly recorded in Book 472 on page 508

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

Deputy

TO

THIS INDENTURE, Made this thirteenth day of May A.D. 1924, between

E. R. Barr and Stella Barr husband and wife

of Tulsa, Oklahoma County, in the State of Oklahoma, part 128 of the first part

and Dr. S. Murray

of Tulsa, Oklahoma

part 128 of the second part;

WITNESSETH, That said part 128 of the first part, in consideration of the sum of

Six hundred sixty-six and 50/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 128 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 Ten (10) Block Three (3) Cherokee Heights  
Addition to the city of Tulsa, County of Tulsa  
and State of Oklahoma according to the recorded  
plat thereof.

1472  
14926  
13 May 1924  
86

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 0.09 promissory note of even date herewith. One for \$ 666.50/100 due Nov. 13, 1924

made to Dr. S. Murray

or order, payable at Tulsa, Okla.

with 8 per cent interest per annum, payable semi-annually and signed by from maturity signed by E. R. Barr and Stella Barr

Said first part 128 hereby covenant that they are the owners 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 128 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 128 agree to insure the buildings on said premises in the sum of \$ 1500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 128 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 128 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 ten percent of unpaid balance 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 same manner as the principal debt hereby secured.

Now if said first part 128 shall pay or cause to be paid to said second part 128 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 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 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 128 waive notice of election to declare the whole debt due above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 128 of the first part have hereunto set their hands the day and year first above written.

Edwin Barr

Stella Barr

## 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 hereunto set hand this day of 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, F. V. Westhafer

a Notary Public in and for said County and State

on this 14 day of May, 1924, personally appeared

E. R. Barr &amp; Stella Barr

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 Jan. 26, 1928, 1924 (Seal)

F. V. Westhafer,

Notary Public