

MORTGAGE RECORD No. 472

NO. 258433 C.L.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 16 day of

May 1924 at 4:45 o'clock P.M.

and duly recorded in Book 472 on page 512

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 8th day of May A. D. 1924, between
Irene Smitherman & Albert Smitherman, her husband
of Tulsa County, in the State of Oklahoma, part 188 of the first part
and W. E. Winn Lumber Co.
of Tulsa part 7 of the second part;
WITNESSETH, That said part of the first part, in consideration of the sum of \$210.90
Two hundred ten & 90/100 Dollars
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 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 Two (2) in Block One (1) Rosedale Addition to the city
of Tulsa as per 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 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 \$210.90 due July 8, 1925 if payments of \$15.00 or more per month are made
but when one payment becomes delinquent all are due.
made to W. E. Winn Lbr. Co.

or order, payable at 211 N. Elgin

with 10 per cent interest per annum, payable semi-annually and signed by
Irene Smitherman & Albert Smitherman

Said first part hereby covenant that they are owners in fee
simple of said premises and that they are free and clear of all incumbrances no exceptions

That they have good right and authority to convey and encumber the same and
the 7 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 \$400.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 7
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 Twenty-five 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
judgment 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 their heirs or assigns said
sum of \$210.90 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 mortgage may effect such insurance or pay such taxes and assessments and shall
be allowed interest thereon at the rate of 10 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 as above and also the benefit of stay, valuation or appraisal laws.
IN WITNESS WHEREOF, said part 188 of the first part ha ve hereunto set their hand the day and year first above written.

Irene Smitherman

Albert Smitherman

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 8 day of May, 1924, personally appeared

within and foregoing

Irene Smitherman & Albert Smitherman

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 official hand and seal the day and year above set forth.
My commission expires Mar. 25, 1927. (Seal)

Keith W. Smiley,

Notary Public