

NO. 258951 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 23 day of May 1924 at 3:00 o'clock P. M.

and duly recorded in Book 472 on page 529

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 5th day of May A. D. 1924, between J. W. Musgrave and Margaret Musgrave, his wife

of Tulsa County, in the State of Oklahoma, part 188 of the first part and Gerald F. Benedict of Tulsa, Oklahoma, part 7 of the second part;

WITNESSETH, That said part 188 of the first part, in consideration of the sum of Nine Hundred Sixty & No/100 (\$960.00) 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, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

All of Lot Thirteen (13) in Block One (1), East Lynn Addition to the city of Tulsa, Tulsa County, according to the recorded plat thereof.

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FILED IN BOOK 12056
MAY 23 1924
B. J. Gussner

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, to said part 7 of the second part, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of twelve (12) promissory notes of even date here-with, one for \$75.00 each and one note for \$60.00 maturing serially, one every month beginning one month after date, with interest from date at the rate of eight (8) percent 192 made to Gerald F. Benedict

or order, payable at 1st Nat'l. Bank, Tulsa

with J. W. Musgrave and Margaret Musgrave, his wife

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 except a first mortgage in the amount of \$2500.00, due Feb. 28, 1927, in favor of Sallie Morrison, Guardian of Duffey, Morrison, an incompetent

That they have good right and authority to convey and encumber the same and 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 \$960.00 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 of principal and ten percent of interest, together with the interest thereon according to the terms and tenor of said note. Said first part 188 shall pay or cause to be paid to said second part 7 of the second part, his heirs or assigns said sum of money in the above described note, 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 percent 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 have hereunto set their hand and seal the day and year first above written.

J. W. Musgrave
Margaret Musgrave

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, R. R. McCormick

on this 22nd day of May, 1924, personally appeared within and foregoing

J. W. Musgrave and Margaret Musgrave, 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. 24, 1927. (Seal)

R. R. McCormick;

Notary Public