

NO. 259380 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

TREASURY DEPARTMENT
 RECEIVED
 15134
 To
 May 28
 1924

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 28th day of May 1924 at 4:10 o'clock P.M.
 and duly recorded in Book 472 on page 537
 Fees \$

(Seal) OF G. Weaver,
 By Brady Brown, County Clerk
 Deputy

THIS INDENTURE, Made this 27th day of May A.D. 1924, between
 Osborn A. Morton and Mittie B. Morton,
 of the city of Tulsa, in Tulsa County, in the State of Oklahoma, the part 1st of the first part
 and Atwood Harvey of the city of Tulsa, in Tulsa County, Oklahoma, part 2nd of the second part;
 WITNESSETH, That said parties of the first part, in consideration of the sum of
 Twelve Hundred Dollars
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Five (5), Block One Hundred, Sixty-nine (169), in the Original Town of
 Tulsa, Oklahoma, except that part, embraced within the following boundaries, to-wit: Begin-
 ning at the Southeastly corner of said lot, thence running in a Northeastly direction,
 along the Easterly line, thereof, a distance of One Hundred, Forty feet; thence at right
 angles in a Southwestly direction, along the south line of the alley, a distance of six
 (6) feet; thence at right angles, in a Southeastly direction a distance of Fifty (50)
 feet; thence at right angles, in a Southwestly direction, a distance of Thirty-four (34)
 feet; thence at right angles, in a Southeastly direction, a distance of Ninety (90) feet;
 thence at right angles, in a Northwestly direction, a distance of Forty feet, to the place
 of beginning.

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 certain promissory note of even date here-
 with. One for \$1200.00 due Feb. 18th, 1925.

made to Atwood Harvey

or order, payable at Tulsa, Okla.
 with Eight (8%) per cent interest per annum, payable semi-annually and signed by
 Osborn A. Morton and Mittie B. Morton,

Said first part 1st hereby covenant that they are the owners in fee
 simple of said premises and that they are free and clear of all incumbrances except one mortgage, favor Home Building & Loan
 association, for \$10500.00

That they have good right and authority to convey and encumber the same and
 the 2nd will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said
 premises in the sum of \$1200.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 One Hundred Twenty 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 his 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 (10%) 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 1st waive 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 have hereunto set their hands the day and year first above written.

Osborn A. Morton
 Mittie B. Morton

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
 his 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
 1924

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, John T. Miller, a Notary Public in and for said County and State
 on this day of May 1924, personally appeared within and foregoing
 Osborn A. Morton and Mittie B. Morton, to me known to be the identical persons 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 Nov. 20, 1924, (Seal) John T. Miller,
 Notary Public