

COMPARED
NO. 239549 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

TREASURER'S ENDORSEMENT

I hereby certify that I received \$162 and issued Receipt No. 11448 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of Sept. 1923

W. W. Suckey, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 7 day of

Sept. 1923 at 11:00 o'clock A.M.

and duly recorded in Book 372 on page 54

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 5th day of Sept. A.D. 1923, between

J. B. Ford and Frances P. Ford his wife,

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

and F. L. Alban

of Tulsa County, State of Oklahoma, part 2nd of the second part;

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

Two Thousand Seven Hundred Fifty Dollars & No/100 (\$2,750.00)

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:

West Thirty One (31) feet of the North One Hundred (100) feet of the West Ninety Five (95) feet of Lot Two (2); Block Two (2), Tulsa Square Addition, according to the recorded plat thereof.

Above property located at 2502 East 11th Street, Tulsa, Oklahoma,

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 One dated 9/1/23 promissory note of even date here with. One for \$2,750.00 payable \$60.00 monthly, (including interest at 8%) commencing September 1st, 1923, until 35 monthly payments have been made, at which time, (at 192 the end of 35 months), any and all sums remaining unpaid, shall then become due and payable made to

F. L. Alban

or order, payable at Tulsa, Oklahoma, monthly on total unpaid balance at time of each payment

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

J. B. Ford and Frances P. Ford, his wife,

Said first part 1st hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances except a First mortgage of \$2,000.00 to Mtg. Bond Co. of N.Y.

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 \$3,000.00 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 mortgagee will pay to the said mortgagee all costs and attorneys fees of 10% of principal 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 2nd 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 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 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 has hereunto set their hand and seal the day and year first above written.

J. B. Ford

Frances P. Ford

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

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 has hereunto set hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, H. C. Pestor, a Notary Public in and for said County and State

on this 6 day of September 1923, personally appeared within and foregoing

J. B. Ford and Frances P. Ford 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 Jan. 9, 1926. (Seal)

H. C. Pestor,

Notary Public