

COMPARED  
NO. 259423 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 29 day of

May 1924 at 11:20 o'clock A.M.

and duly recorded in Book 472 on page 540

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 29th day of May A. D. 1924, between

J. V. Stoops and Edna B. Stoops, his wife  
of Tulsa County, in the State of Oklahoma, part 198 of the first part  
and Lance Miller  
of Checotah, Oklahoma, part 198 of the second part;

WITNESSETH, That said part 198 of the first part, in consideration of the sum of  
Eighteen hundred fifty and No/100 Dollars  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 198 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 Nine (9) Block Five (5) College Addition to the city  
of Tulsa.

## TREASURER'S ENDORSEMENT

I have examined the foregoing and find it correct and issued  
this 31st day of May 1924  
S. B.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever,  
dated June 2nd, 1924

This conveyance is intended as a mortgage to secure the payment of Sixty promissory note \$60.00 even date here-  
with. One for \$30.83 due July 1st, 1924 and one for like amount due and payable on the  
First day of each month thereafter, the last note being in the amount of \$31.03 1924  
made to Lance Miller

or order, payable at The Exchange National Bank of Tulsa, Okla.

with 7 1/2 per cent interest per annum, payable semi-annually and signed by

J. V. Stoops and Edna B. Stoops

Said first part 198 hereby covenant that they are owner 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 198 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agree to insure the buildings on said  
premises in the sum of \$2,500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 198  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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% Dollars  
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 seven and one-half 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.

Now if said first part 198 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, S  
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 seven and one-half 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 198 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 198 of the first part ha. Y9 hereunto set their hand S. the day and year first above written.

J. V. Stoops

Edna B. Stoops

## 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 ha. hereunto set hand this day of  
1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Al H. Westerman, a Notary Public in and for said County and State  
on this 29th day of May, 1924, personally appeared within and foregoing  
J. V. Stoops and Edna B. Stoops, his wife, 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 Feb. 6, 1927, 1924 (Seal)

Al H. Westerman,

Notary Public