

COMPARED
NO. 259528 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

STATE OF OKLAHOMA, Tulsa County ss. 31
This instrument was filed for record on the _____ day of
May 1924, at 11:00 o'clock A.M.
and duly recorded in Book 472 on page 543
Fees \$ _____

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

THIS INDENTURE, Made this 31st day of May, A. D. 1924, between
Clarissa Richards and her husband B. P. Richards
of Tulsa County, in the State of Oklahoma, part 1st of the first part
and C. P. Chenault
of Tulsa, Okla. part 2nd of the second part;
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Two Hundred and fifty dollars in legal services Dollars
the receipt of which is heroby acknowledged, do by these presents grant, bargain, sell and convey unto said part his of the second part
and assigns, all the following described real estate situated in Creek and Tulsa County and State of
Oklahoma, to-wit:

The North 1/2 of South East Quarter and the South 1/2 of North East Quarter of Section Six (6), Township Eighteen (18) Range Ten (10) East in Creek County, Okla.
and the SW 1/4 of SE 1/4 of Sec. 8, T-19, Range 13 in Tulsa County, Okla.

15170
Jensen

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 promissory note of even date herewith. One for \$ 250.00 due August 31, 1924.

made to C. P. Chenault 192

or order, payable at Exchange Trust Co.
with 10 per cent interest per annum, payable semi-annually and signed by Clarissa Richards and B. P. Richards

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

Said first part..... 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..... 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 ^{same} manner as the principal debt hereby secured.

judgement or decree rendered in action as aforesaid, and collected, and the lien thereon enforced, in the manner as the principal debt hereby secured. Now if said first part shall pay or cause to be paid to said second part the sum of \$1000.00 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 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.

and debt including Attorney's fees, and to release this mortgage, and shall ^{also} be entitled to possession of said premises.

Said part. 189 ^{of} notice of election to declare the whole debt ^{above} and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part. 189 of the first part ha ^{ve} hereunto set their hand s the day and year first above written.

Clarisse Richards B. P. Richards by
Clarisse Richards Agent and Atty in fact
for B. P. Richards

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 192

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, C. W. Clark, a Notary Public in and for said County and State
on this 31st day of May, 1924 personally appeared Clarissa Richards and Clarissa Richards
agent and Atty.in fact for B.P.Richards, to me known to be the identical person who executed the above instrument
and acknowledged to me that Sh. S. executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and notarial seal on the day and date last above written.
WITNESS my official hand and seal the day and date above set forth.
My commission expires Nov. 17, 1927. 1924 (Seal) E. W. Clark,

Notary Public