

COMPARED  
NO. 259591 O. M. J.

## MORTGAGE RECORD No. 472

STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 2nd day of June 1924 at 10:50 o'clock AM and duly recorded in Book 472 on page 546.  
Fees \$.....  
O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this 31st day of May A. D. 1924, between E. R. Lindsey and Hazel L. Lindsey, his wife of Tulsa County, in the State of Oklahoma, part 1st of the first part and Tulsa County State of Oklahoma part V of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Eleven Hundred (\$1,100.00) & No/100 Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

The East Forty (40) feet of Lot Thirteen (13) Block Five (5), in Highlands Second (2nd) Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.  
(this mortgage is subject only to a first mortgage now of record against said property)

#1. State of Oklahoma, Tulsa County, ss.  
Before me Fred W. Steiner, a Notary Public in and for said County and State, on this 31st day of May 1924, personally appeared E. R. Lindsey and Hazel L. Lindsey his wife to me known to be the identical persons who executed the within and foregoing 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 March 26, 1927. (Seal) Fred W. Steiner, Notary Public.

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 two promissory notes of even date herewith. One for \$220.00 due \$20.00 per month beginning July 1, 1924 and due on the first of each of the following months until paid. One for \$880.00 all due May 31, 1925.  
made to Robt. G. Fry

or order, payable at E. R. Lindsey and Hazel L. Lindsey  
with eight per cent interest per annum, payable semi-annually and signed by E. R. Lindsey and Hazel L. Lindsey

Said first part 1st hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances except a first mortgage above referred to

That they have good right and authority to convey and encumber the same and the Y 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 \$2,300.00 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 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 party his heirs or assigns said sum of \$1,100.00 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.

Said first part 1st waive notice of election to declare the whole debt above and also the benefit of stay, valuation or appraisal laws.  
IN WITNESS WHEREOF, said part 1st of the first part ha hereunto set their hand the day and year first above written.

#1. E. R. Lindsey  
Hazel L. Lindsey

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS  
That Robt. G. Fry of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of Eleven Hundred & No/100 DOLLARS to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto The Exchange Trust Company, their 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 his hand this 31st day of May 1924.  
Robt. G. Fry

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me Fred W. Steiner, a Notary Public in and for said County and State on this 31st day of May 1924, personally appeared Robt. G. Fry and acknowledged to me that he 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 year above set forth.  
My commission expires March 20, 1927. (Seal) Fred W. Steiner, Notary Public