

NO. 259737 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 3 day of

June 1924 at 2:10 o'clock P.M.

and duly recorded in Book 472 on page 552

Fees \$

O. G. Weaver.

(Seal)

By Brady Brown

County Clerk

Deputy

THIS INDENTURE, Made this 3rd day of June A. D. 1924, between

Eva Carnes, a single woman,
 of Tulsa County, in the State of Oklahoma, part of the first part
 and EXCHANGE TRUST COMPANY, Guardian of Clarence E. Townes, an incompetent
 of Tulsa, Oklahoma, part of the second part;

WITNESSETH, That said part of the first part, in consideration of the sum of
 Two Hundred Dollars
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part its successors
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

An undivided one-half interest in and to the East 40 feet of
 Lots 7 and 8, in Block 24 of College Addition to the city of
 Tulsa, according to the recorded plat thereof.

THE LENDER'S ENDORSEMENT

15210
 4 June 4
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To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, 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 \$100.00 due June 3, 1925 and one for \$100.00 due June 3, 1926.

made to EXCHANGE TRUST COMPANY, Guardian of Clarence E. Townes, an incompetent.

or order, payable at Tulsa, Oklahoma

with 8 per cent interest per annum, payable semi-annually and signed by
 Eva Carnes

Said first part hereby covenant that she is owner in fee simple of said premises and that they are free and clear of all incumbrances except a mortgage of \$3100.00

That she has good right and authority to convey and encumber the same and she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agrees to insure the buildings on said premises in the sum of \$ for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part agrees 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 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 8 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 shall pay or cause to be paid to said second part its successors 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, said first part 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 8 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 waives notice of election to declare the whole debt as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part of the first part hereunto set her hand the day and year first above written.

Eva Carnes

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, Virginia Singleton, a Notary Public in and for said County and State on this 3rd day of June 1924, personally appeared Eva Carnes to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her 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 May 22, 1928. (Seal)

Virginia Singleton,

Notary Public