

COMPARED

MORTGAGE RECORD No. 472

553

NO. 259882 C.M.J.

BLACK PRINTING CO. TULSA

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 204 and issued  
 Treasurer No. 15218 for the payment of mortgage  
 made by the whole interest TO  
 Standard Paving Company  
 of Tulsa, Oklahoma

STATE OF OKLAHOMA, Tulsa County ss.  
 This instrument was filed for record on the 5 day of  
 June 1924 at 10:15 o'clock A. M.  
 and duly recorded in Book 472 on page 553  
 Fees \$  
 O. G. Weaver,  
 (Seal) County Clerk  
 By Brady Brown, Deputy

THIS INDENTURE, Made this Third day of June, A. D. 1924, between  
 Standard Paving Company  
 of Tulsa County, in the State of Oklahoma, part Y of the first part  
 and First National Bank  
 of Tulsa, Oklahoma, part Y of the second part;  
 WITNESSETH, That said part Y of the first part, in consideration of the sum of  
 Thirty-five Thousand and No/100 Dollars  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part its successors  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

SW 1/4 of the SW 1/4 of Section 18, Township 19 North, Range 12 East; and 1-7 1/2 Austin Guaratory  
 Crusher; 2 small Jack Hammer Drills; 1-No. 5 Gates Crusher; 1000 feet of 2 in. Steam Pipe;  
 1-7 1/2 Austin Screen; 2000 feet 1 in. Steam Pipe; 1-150 HP Westinghouse Motor; 5-Koppel  
 Cars; 1-200 HP Steam Boiler; 2-Austin Cars; 1-80 HP Atlas Steam Engine; 1-52 foot Elevator;  
 1 No. 8 Freeman Hoist; 1-small Hoisting Engine; 1-7 HP Boiler; 1-Large Snow Pump; 1-Well  
 Drill; 2-Steam Tripod Drills; and other small tools such as is commonly used around a  
 stone crushing plant, which are now located on the grounds above described,

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-  
 taining forever.

This conveyance is intended as a mortgage to secure the payment of four promissory note of even date here-  
 with. One for \$ 10,000 due thirty days after date one note for \$10,000 due 60 days after date;  
 one note for \$10,000 due 90 days after date and one note for \$5,000 due 120 days after  
 date, made to First National Bank

or order, payable at Tulsa, Oklahoma  
 with eight per cent interest per annum, payable semi-annually and signed by  
 Standard Paving Company.

Said first part Y hereby covenant that it is the owner in fee  
 simple of said premises and that they are free and clear of all incumbrances.

That it has good right and authority to convey and encumber the same and  
 the it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part Y 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 Y  
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part Y 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 Y shall pay or cause to be paid to said second part Y 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 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 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 Y waive 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 Y of the first part ha S hereunto set its hand the day and year first above written.

ATTEST: J. L. Gray, Secretary. (Cor. Seal) STANDARD PAVING COMPANY,  
 By I. V. Gray, President.

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  
 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, R. A. Blackburn

a Notary Public in and for said County and State  
 on this third day of June 1924, personally appeared I. V. Gray to me known to be the identical person  
 who signed the name of the maker thereof to the foregoing instrument and acknowledged to me  
 that he executed the same as his free and voluntary act and deed and as the free and volun-  
 tary act and deed and as the free and voluntary act and deed of said corporation for the uses  
 and purposes therein set forth.

WITNESS my official hand and seal the day and year above set forth.  
 Jan. 9, 1928. (Seal)

R. A. Blackburn,

Notary Public