

MORTGAGE RECORD No. 472

NO. 260084 C.M.J.

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County ss. _____

This instrument was filed for record on the _____ day of _____

June 1924 at 9:50 o'clock A.M.

and duly recorded in Book _____ on page _____

Fees \$ _____

O. G. Weaver, _____

(Seal) _____ County Clerk

By _____ Deputy

THIS INDENTURE, Made this 9th day of May A.D. 1924, between _____

H. J. Currier and Jewell Currier, his wife _____

of Tulsa County, in the State of Oklahoma, _____ part 1st of the first part

and Exchange Trust Company, Trustee _____

of Tulsa _____ part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of _____

Seven Hundred Fifty _____ Dollars

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2nd of the second part _____ its _____ heirs

and assigns, all the following described real estate situated in _____ Tulsa _____ County and State of

Oklahoma to-wit:

Lot Seven (7) in Block Twelve (12) of Summit Heights
Addition to city of Tulsa.

TRUSTEE'S ENDORSEMENT

I hereby certify that I received \$ 70 and issued

Receipt No. 15248 in full or in payment of mortgage

on the within mortgage.

Witness my hand and seal this 7 day of June 1924

W. A. Stacker, _____

Deputy

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 \$ 750.00 due in installments of \$10.00 per month, due 9th day of each month, first being due June 9th, 1924.

made to Exchange Trust Company, Trustee

or order, payable at _____ Office of Abbot & Welch

with Eight (8) per cent interest per annum, payable semi-annually and signed by _____

H. J. Currier and Jewell Currier

Said first part 1st hereby covenant that they are _____ owners 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 _____ 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 \$ 750.00 for the benefit of the mortgage 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 Seventy Five (\$75.00) 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 part _____ its _____ heirs or assigns said sum of \$750.00 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 (10) 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 as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part have hereunto set their hands the day and year first above written.

H. J. Currier _____

Jewell Currier _____

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, Guy W. Settle, _____ a Notary Public in and for said County and State

on this 9th day of May 1924, personally appeared _____ within and foregoing

H. J. Currier and Jewell Currier, his wife, to me known to be the identical person, who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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 June 15th, 1926. (Seal)

Guy W. Settle,

Notary Public