

260486 C.M.J.  
NO.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM  
15331 1.90  
13 June 7  
S.B.

STATE OF OKLAHOMA, Tulsa County ss.  
This instrument was filed for record on the 12 day of  
June 1924 at 2:45 P. M.  
and duly recorded in Book 472 on page 570  
Fees \$  
O. G. Weaver,  
(Seal) County Clerk  
By Brady Brown, Deputy

THIS INDENTURE, Made this first day of June, A. D. 1924, between  
A. C. Porter and his wife Elsie Porter  
of City of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part  
and Dickason Goodman Lumber Company, a corporation of Kansas City, Missouri  
of part V of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of  
One Thousand Nine Hundred and Thirty Three and 92/100 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 their heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma to-wit:

All of Lot (12) Twelve, Block (13) Thirteen Highland Addition to  
the city of Tulsa, Tulsa County, State of Oklahoma, according to  
the record of plat thereof.

This mortgage is given however subject to one certain mortgage, dated 5/20/1924 and  
recorded in Mortgage Book #474 Page #206 in favor of the Title Guarantee & Trust Co., in  
Recorders office of Tulsa County, State of Oklahoma.

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 two promissory notes of even date here-  
with. One for \$1933.92 due on demand. One other mortgage note in the amount now due of  
\$1790.04, recorded in Mortgage Book #107, page #436 in Ottawa County, Okla. 192  
made to Dickason Goodman Lumber Co.

Kansas City, Mo.  
or order, payable at Eight per cent interest per annum, payable semi-annually and signed by A. C. Porter and his wife Elsie Porter,  
with also Percy F. Porter and his wife Oma Porter

Said first part 108 hereby covenant that they are exception noted above owner 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  
they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said  
premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Two Hundred and 00/100 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 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 108 shall pay or cause to be paid to said second part their heirs or assigns said  
sum of \$3723.96 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  
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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 108 waive notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part have hereunto set their hand the day and year first above written.

A. C. Porter  
Elsie Porter

## 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  
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Frank J. Manley, a Notary Public in and for said County and State  
on this 10th day of June, 1924, personally appeared  
A. C. Porter and his wife Elsie Porter to me known to be the identical person who executed the above 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 May 13, 1924. (Seal)

Frank J. Manley,

Notary Public