

MORTGAGE RECORD No. 472

NO. 260835 C.M.J.

BLACK PRINTING CO. TULSA

TRACED FROM INSTRUMENT

I hereby certify that I received \$12.50 and turned
 same over to the undersigned on the 15th day of
 June 1924 at Tulsa, Oklahoma.

Witness my hand and seal this 19th day of June 1924
 at Tulsa, Oklahoma.
 (Seal)
 By _____

STATE OF OKLAHOMA, Tulsa County ss.
 This instrument was filed for record on the 18 day of
 June 1924 at 10:30 o'clock A.M.
 and duly recorded in Book 478 on page 575
 Fees \$.

O. G. Weaver,
 (Seal) County Clerk
 By Brady Brown, Deputy

THIS INDENTURE, Made this 23rd day of April A. D. 1924, between
 E. L. Tische and Clifford H. Taylor
 of Tulsa County, in the State of Oklahoma, part 198 of the first part
 and Nola Childers Tracy
 of Tulsa County, in the State of Oklahoma, part V of the second part;
 WITNESSETH, That said part 198 of the first part, in consideration of the sum of
 Twenty nine hundred and seventy five Dollars
 the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part V of the second part, her heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

All of Lot One (1) in Block Fifteen (15) in Childers Heights
 Addition to the city of Tulsa Oklahoma.

This mortgage is made subject to a first mortgage for \$4000.00
 by Nola Childers Tracy and husband F.A. Tracy to Mattie J. Estep,
 which the parties of the first part assumes and agrees to pay.

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 thirty five promissory note, \$ of even date here-
 with. One for \$94.91 due May 23rd, 1924 and thirty four notes of \$94.91 due and payable
 on the 23rd of each succeeding month thereafter until paid in full 192
 made to Nola Childers Tracy

or order, payable at Tulsa, Okla. after maturity
 with ten per cent interest per annum, payable semi-annually and signed by
 E. L. Tische and Clifford H. Taylor

Said first part 198 hereby covenant that they are the 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
 the will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 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 198
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 mortgagee will pay to the said mortgagee 10% of amount due. Both 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 198 shall pay or cause to be paid to said second part V her heirs or assigns said
 sum of \$ 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 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 198 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 198 of the first part ha V hereunto set their hand, \$ the day and year first above written.

E. L. Tische
 Clifford H. Taylor

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, the undersigned _____ a Notary Public in and for said County and State
 on this 26th day of April, 1924, personally appeared
 E. L. Tische and Clifford H. Taylor, both single persons
 to me known to be the identical person \$ who executed the above instrument
 and acknowledged to me that it is 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 15th, 1927. (Seal) W. J. Mason,
 Notary Public