

MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

FROM

15483

25

T⁹64^d

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 24 day of June 1924, at 2:20 o'clock P. M.

and duly recorded in Book 472 on page 588

Fees \$

O. G. Weaver

County Clerk

By Brady Brown

Deputy

THIS INDENTURE, Made this 24th day of June A. D. 1924, between H. R. Moffett a single man of Tulsa County, in the State of Oklahoma, party of the first part and Exchange Trust Company Trustee of Tulsa part of the second part; WITNESSETH, That said party of the first part, in consideration of the sum of Eight Hundred Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 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 Fifteen (15) in Block Twelve (12)
of Summit Heights Addition to City of Tulsa
according to the recorded plat.

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 0.08 promissory note of even date herewith. One for \$800.00 due in installments of \$15.00 each due 1st day of each month 1st payment due Aug. 1st, 1924 made to

or order, payable at off Abbott and Welch with 8 per cent interest per annum, payable semi-annually and signed by H. R. Moffett

Said first part hereby covenants that he is owner in fee simple of said premises and that they are free and clear of all incumbrances except 1st mtge. of \$200.00

That he has 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 agrees to insure the buildings on said premises in the sum of \$800.00 for the benefit of the mortgagee 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 agrees 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 Eighty 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 shall pay or cause to be paid to said second part its 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 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 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 has hereunto set his hand the day and year first above written.

H. R. Moffett

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 has hereunto set his hand this day of 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Forrest C. Welch, a Notary Public in and for said County and State on this 24 day of June, 1924, personally appeared H. R. Moffett a single man

and acknowledged to me that he executed the same as his 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 Dec. 11, 1927 (SEAL) Forrest C. Welch

Notary Public