

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. - TULSA

85558

FROM 26

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 1 day of

July 1924 at 10:55 o'clock AM.

and duly recorded in Book 472 on page 378

Fees \$

(seal)

D. G. Weaver

County Clerk

By

Brady Brown

Deputy

THIS INDENTURE, Made this 6th day of June

A. D. 1924, between

Dr. S. Murray and Lillian Murray, his wife,

Tulsa

County, in the State of Oklahoma,

part 108 of the first part

W. C. Horn

Tulsa, Oklahoma,

part V of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Twelve hundred eighty &amp; 98/100

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part, his heirs

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

Oklahoma to-wit:

A parcel of ground described as follows: beginning at the southeast corner of Lot Eight (8), Block Six (6) Sunset Park Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, duly recorded in the office of the Register of Deeds within and for Tulsa County, Oklahoma, running thence in a northerly direction and along the east line of said lot Eight (8) a distance of 143.47 feet or to the northeast corner of said lot Eight (8) thence in a northwesterly direction along the north line of said Lot Eight (8) a distance of 42 feet; thence in a southwesterly direction a distance of 160 feet to the south line of said Lot Eight (8); thence in an easterly direction and along the south line of said Lot Eight (8) a distance of 75 feet to the place of beginning. This mortgage is subject to a first mortgage of \$800.00 in favor of Leonard & Braniff.

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 \$1280.98 due Nov. 6th, 1924

made to W. C. Horn

or order, payable at Tulsa, Okla.

with Eight per cent interest per annum, payable semi-annually and signed by Dr. S. Murray and Lillian Murray, his wife

Said first part 108 hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except as above set forth

That they have good right and authority to convey and encumber the same and the Y 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 \$ 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 One hundred & No/100 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 108 shall pay or cause to be paid to said second part his 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 ten 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 108 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 108 of the first part has hereunto set their hands the day and year first above written.

Dr. S. Murray

Lillian Murray

State of Illinois, Cook County, ss.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS Before me the undersigned, a Notary Public in and for said County and State, on this 25th day of June, 1924, personally appeared Lillian Murray, the within named mortgagee, and acknowledged to me that she executed the same as her 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 Nov. 7, 1926. F. M. Hotchkiss, (Seal)

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained:

IN WITNESS WHEREOF, The said mortgagee has hereunto set hand this day of 192

STATE OF OKLAHOMA, County of Tulsa ss.

Before me, the undersigned

a Notary Public in and for said County and State

on this 30th day of June 1924, personally appeared Dr. S. Murray to me known to be the identical person who signed the within and foregoing instrument and who acknowledged to me that he executed the same as his own free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year above set forth.

WITNESS my official hand and seal the day and year above set forth.

My commission expires Jan. 25th, 1928 (Seal)

Homer King,

Notary Public

#1.