

COMPARED

NO. 237993 C.M.J.

MORTGAGE RECORD No. 472

TREASURER'S ENDORSEMENT

I hereby certify that I received \$250.00 and issued Receipt No. 11108 therefor in payment of mortgage tax on the within mortgage.

Dated this 15 day of Aug 1923

J. W. Shivers County Treasurer

O. G. Weaver Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 14 day of August 1923 at 2:15 o'clock P.M.

and duly recorded in Book 472 on page 6

Fees \$.

O. G. Weaver,

(Seal) Brady Brown, County Clerk

By _____ Deputy

THIS INDENTURE, Made this 14th day of August A. D. 1923, between

Solomon L. Postlewait and Goldie A. Postlewait

of Tulsa County, in the State of Oklahoma, part ies of the first part

and A. E. Montgomery

of Tulsa, Okla. part V of the second part;

WITNESSETH, That said part ies of the first part, in consideration of the sum of Two Hundred Fifty and No/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 his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

East Half of Northeast quarter of Section 6, Township 17 Range 13 East, and the North half of North west quarter of Section Five Township 17 range 13 East Tulsa County, Oklahoma.

A. E. Montgomery

This 14/3/1923

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 \$ 250.00 due August 14, 1924

made to A. E. Montgomery

or order, payable at Tulsa, Okla.

with 8 per cent interest per annum, payable semi-annually and signed by Solomon L. Postlewait and Goldie A. Postlewait

Said first part ies hereby covenant that they are the owner S 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 V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said premises in the sum of \$ 250.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part ies 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 \$50.00 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 ies shall pay or cause to be paid to said second part V 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 8 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 ies 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 ies of the first part ha ve hereunto set their hand S the day and year first above written.

S. L. Postlewait

Goldie Postlewait

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 _____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, E. W. Clark, a Notary Public in and for said County and State on this 14th day of August, 1923, personally appeared Solomon L. Postlewait and Goldie Postlewait to me known to be the identical person S 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 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.

Nov. 17, 1923. 1923 (Seal) E. W. Clark,

My commission expires _____ Notary Public

The mortgage was filed and recorded by this mortgagee and was not recorded by the mortgagee's representative.