

MORTGAGE RECORD No. 472

NO. 262827 C.M.J.

REAL ESTATE SECOND MORTGAGE.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 15 day of July 1924 at 9:30 o'clock A.M.

and duly recorded in Book 472 on page 618

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 14th day of July A.D. 1924, between

L. H. Saunders and Lillian L. Saunders, his wife

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

and I. W. Oliver

of Tulsa, Oklahoma, part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of Eleven Hundred Sixty & No/100 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, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot Eight (8) Block Four (4) in Oliver Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Subject to First mortgage in favor of Tulsa Building & Loan Association for \$5,000.00.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, unto the heirs and assigns of the said part V of the second part, forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, for \$1,160.00 due \$20.00 August 1st 1924 and \$20.00 due on the first day of each succeeding month thereafter.

made to I. W. Oliver

or order, payable at Exchange Trust Co.

with 8 per cent interest per annum, payable semi-annually and signed by L. H. Saunders

Said first part V hereby covenant that he is owner, in fee simple of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agrees to insure the buildings on said premises in the sum of \$110.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 mortgagee will pay to the said mortgagee \$110.00 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 judgment 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 V shall pay or cause to be paid to said second part V his heirs or assigns said sum of \$1,160.00 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 V waives notice of election to declare the whole debt or above and also the benefit of stay, valuation or appraisal laws. IN WITNESS WHEREOF, said part V of the first part has hereunto set his hand the day and year first above written.

L. H. Saunders

Lillian L. Saunders

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 1924.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Fred W. Steiner

a Notary Public in and for said County and State

on this 14th day of July 1924, personally appeared within and foregoing

L. H. Saunders and Lillian L. Saunders, his wife 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 March 20, 1927. (Seal)

Fred W. Steiner,

Notary Public