

COMPARED

NO. 239591 C.M.J.

## MORTGAGE RECORD No. 472

BLACK PRINTING CO. - TULSA

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued Receipt No. 1439 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Sept 1923

W. W. Stucky, County Treasurer

By W. W. Stucky  
Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 7 day of

Sept. 1923, at 2:30 o'clock P.M.,

and duly recorded in Book 472 on page 62

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 24th day of July A. D. 1923, between

Jas. A. Knighten & Julia A. Knighten

of Tulsa County, in the State of Oklahoma, part 1st of the first part

and W. E. Winn Lumber Co.

of Tulsa part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$600.00)

Six Hundred & No/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part 1st heirs

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lot Twenty-two (22) Block Fourteen (14) Greenwood Addition to the city of Tulsa, as per the duly recorded plat thereof.

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 \$ 600.00 due July 24, 1924 payable \$50.00 or more per month on the first of each month 1922

made to W. E. Winn Lbr. Co.

or order, payable at 211 N. Elgin

with 10 per cent interest per annum, payable semi-annually and signed by

Jas. A. Knighten & Julia Knighten

Said first part 1st hereby covenants that they are no exceptions owners 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 1st will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree 1st to insure the buildings on said premises in the sum of \$ 1200.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree 1st to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree 1st 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 Twenty five & 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 1st shall pay or cause to be paid to said second part 1st their heirs or assigns said sum 10 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 1st 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 1st waive 1st notice of election to declare the whole debts above and also the benefit to stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said part 1st of the first part ha 1st hereunto set their hands the day and year first above written.

J. A. Knighten

Julia A. Knighten

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That the undersigned of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of 1200.00 DOLLARS to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto

the undersigned 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 24th day of July 1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 24th day of July 1923, personally appeared

J. A. Knighten & Julia A. Knighten, his wife within and foregoing to me known to be the identical person 1st 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 Mar. 26, 1927, 1927 (Seal)

Keith W. Smiley,

Notary Public