

MORTGAGE RECORD No. 472

NO. 262963 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

16

This instrument was filed for record on the

July 1924 at 3:30 o'clock P.M.

and duly recorded in Book 472 on page 620

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown, Deputy

THIS INDENTURE, Made this 12th day of June A. D. 1924, between
 L. I. Shumway and Ina F. Shumway
 of Tulsa County, in the State of Oklahoma, part 1st of the first part
 and Ralph R. Johnson, Trustee,
 of Tulsa, Oklahoma part 2nd of the second part;
 WITNESSETH, That said part 1st of the first part, in consideration of the sum of
 One Thousand Three Hundred Sixty and 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 his heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lot One (1) in Block five (5) Highland Park Estates an addition
 to the city of Tulsa, Tulsa County, Oklahoma, according to the
 recorded plat thereof,

15768
 16 July 4
 G.M.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-
 taining forever.

This conveyance is intended as a mortgage to secure the payment of six promissory note of even date here-
 with. One for \$226.70 due six months from date, and five for \$226.66 each due in twelve,
 eighteen, twenty-four, thirty and thirty-six months, respectively, from date. 1924
 made to Ralph R. Johnson, Trustee

or order, payable at Tulsa, Oklahoma
 with 8 per cent interest per annum, payable semi-annually and signed by
 L. I. Shumway and

Said first part 1st hereby covenant that they are 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 2nd will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st 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 1st
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 mortgagee will pay to the said mortgagee 10% 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 his heirs or assigns said
 sum of money in the above described noteS mentioned, together with the interest thereon according to the terms and tenor of said noteS
 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 noteS 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 notice of election to declare the whole debtS above and also the benefit of stay, valuation or appraisal laws.
 IN WITNESS WHEREOF, said part 1st of the first part ha their handS the day and year first above written.

L. I. Shumway
 Mrs. Ina F. Shumway

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
 1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston

on this 12th day of June 1924, personally appeared within and foregoing

L. I. Shumway and to me known to be the identical personS 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 June 24, 1925. (Seal)

B. H. Johnston,

Notary Public