

MORTGAGE RECORD No. 472

NO. 263034 C.M.J.

BEAR PRINTING CO. TULSA

FROM

20

15802

18

July

4

J. G. Hough

STATE OF OKLAHOMA, Tulsa County ss.

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This instrument was filed for record on the

July 1924 at 10:30 o'clock A.M.

and duly recorded in Book 472 on page 622

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 1st day of July A. D. 1924, between

A. W. Miller and Elizabeth Miller, his wife

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

and George O. Hollow

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

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Four Hundred and Ninety (\$490.00)

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:

Lot One (1) in Block Nine (9) Cherokee Heights Addition
to the city of Tulsa, Oklahoma according to the recorded
plat thereof.

#1. State of Oklahoma, Tulsa County, ss.

Before me Forrest C. Welch a Notary Public in and for said County and state on this
1st day of July 1924, personally appeared A. W. Miller and Elizabeth Miller his wife to me
known to be the identical persons who executed the within and foregoing 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 Dec. 11, 1927. (Seal)

Forrest C. Welch, Notary Public.

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 thirty-three promissory note S of even date here-
with. One for \$15.00 each, one of each falling due every thirty days from the
date of same, July 1, 1924, and one in the sum of \$10.00 due 33 months after date 192-
made to George O. Hollow

or order, payable at Tulsa, Okla.

with 8 per cent interest per annum, payable semi-annually and signed by

A. W. Miller and Elizabeth Miller

Said first part 1st hereby covenant that they are the

owner. Sin fee

simple of said premises and that they are free and clear of all incumbrances, except a first mortgage in the sum of \$870.00 to
the Home Building and Loan Association.

they have

That the V 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 \$1250.00 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 mortgagor will pay to the said mortgagee Ten Dollars and ten percent 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 V his heirs or assigns said
sum of money in the above described note S 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 1st 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 1st of the first part 1st hereunto set their hand S the day and year first above written.

A. W. Miller

Elizabeth Miller

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That George O. Hollow of Tulsa County, Oklahoma, the within
named mortgagee in consideration of the sum of Four Hundred and Ninety (\$490.00) DOLLARS
to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
Thomas A. Hughes his 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 15th
July 1924 George O. Hollow

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, C. G. Hough

a Notary Public in and for said County and State

on this 15th day of July 1924, personally appeared George O. Hollow

to me known to be the identical person who executed the above instrument

and acknowledged to me that he executed the same as his 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 January 27, 1926. (Seal)

C. G. Hough,

#1.

Notary Public