

MORTGAGE RECORD No. 472

NO. 239722 C.M.J.

BLACK PRINTING CO. - TULSA

COMPARED

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 10th day of

Sept. 1923, at 3:40 o'clock P.M.

and duly recorded in Book 472 on page 65

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this Tenth day of September, A.D. 1923, between

O. O. Whitaker and his wife, Clara B. Whitaker

of City of Tulsa, Tulsa County, in the State of Oklahoma, part 108 of the first part

and Dickason Goodman Lbr. Co., a corporation

of Tulsa County, Oklahoma. part 7 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Three Hundred and Forty nine and No/100 #

Dollars

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 7 of the second part their

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

All that certain piece or parcel of land lying being and situate in the city of Tulsa, County of Tulsa and state of Oklahoma, and more particularly described as follows; viz: Lots (21) Twenty one, and (22) Twenty two in Bullette Second Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is given however subject to one certain mortgage dated August 27th, 1923, recorded in Deed Book -- Page # -- in amt. of \$2500.00 in favor of Standard Savings and Loan Association, a corporation of the State of Michigan and City of Detroit, Michigan.

I hereby certify that I received \$ 64 and have

Receipt No. 1476 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Sept 1923

W. W. Stuckey, County Treasurer

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 \$ 349.20 due in monthly payments of 52.80 October 5th, 1923. 52.40 November 5th, 1923. 52.00 December 5th, 1923. 51.60 Jan. 5th, 1924. 51.20 Feby. 5th, 1924. 50.80 March 5th, 1924. 50.40 April 5th, 1924.

made to Dickason Goodman Lumber Co.

or order, payable at Tulsa, Oklahoma

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

O. O. Whitaker and his wife, Clara B. Whitaker

Said first part 108 hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances, exception above noted.

That they have good right and authority to convey and encumber the same and the 7 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$ 500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Fifty and 00/100 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 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 108 shall pay or cause to be paid to said second part their 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 7 1/2 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 108 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 108 of the first part ha. Y. O. hereunto set their hand the day and year first above written.

O. O. Whitaker

Clara B. Whitaker

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, City of Tulsa, Tulsa County, ss.

Before me, Frank J. Manley

a Notary Public in and for said County and State

on this Tenth day of September, 1923, personally appeared within and foregoing O. O. Whitaker and his wife Clara B. Whitaker 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 May 13th, 1924. (Seal)

Frank J. Manley,

Notary Public