

NO. 240071 C.M.J.

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FROM

STATE OF OKLAHOMA, Tulsa County ss. 14
 This instrument was filed for record on the 14 day of
 Sept. 1923 at 4:30 o'clock P.M.
 and duly recorded in Book 472 on page 69
 Fees \$

TO

O. G. Weaver,
 (Seal) County Clerk
 By: Brady Brown Deputy

THIS INDENTURE, Made this 10th day of September A. D. 1923, between
 Bernita L. Wakely, a single woman
 of Tulsa County, in the State of Oklahoma part V of the first part
 and Nettie W. Smith part V of the second part;
 WITNESSETH, That said part V of the first part, in consideration of the sum of
 Twelve Hundred & No/100 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 her heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lot (14) fourteen of Block (2) two, Clover Ridge Addition to
 city of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$72 and issued
 Receipt No. 1526 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 15 day of Sept. 1923
 W. W. Stockey, County Treasurer

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 two promissory notes of even date here-
 with. One for \$1000.00 due September 10th, 1926 and one for \$200.00 due September 10th,
 1924, both notes are at 8% interest payable semi annually.
 made to Nettie W. Smith

or order, payable at Tulsa, Okla.
 with eight per cent interest per annum, payable semi-annually and signed by
 Bernita L. Wakely

Said first part V hereby covenant S that she is the owner in fee
 simple of said premises and that they are free and clear of all incumbrances, except 2nd mortgage for \$897, and sewer taxes

That she has good right and authority to convey and encumber the same and
 S he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S to insure the buildings on said
 premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V
 agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S 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 Two Hundred & 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 V shall pay or cause to be paid to said second part V her 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 S
 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 mortgage S 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 S 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 waive S 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 V of the first part ha hereunto set her hand this day and year first above written.
 Bernita L. Wakely

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 her hand this day of
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Mrs. M. W. Nickel, a Notary Public in and for said County and State
 on this 14th day of September 1923, personally appeared
 Bernita L. Wakely, a single woman, to me known to be the identical person who executed the above instrument
 and acknowledged to me that Sh. executed the same as her 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 October 21st, 1926. (Seal)

Mrs. M. W. Nickel

Notary Public