

NO. 240500 C.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 20 day of

Sept. 1923, at 4:30 o'clock P.M.,

and duly recorded in Book 472 on page 80

Fees \$.

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 20th day of Sept. A. D. 1923, between

James Garrett and Mattie Garrett, his wife

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

and the Marion-Ness Piano Co.

of Tulsa, Okla. part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$600.)

Six Hundred

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 2nd of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

Lots 13 and 14 of Block 2 South Side Addition in the town of Sand Springs according to the recorded plat and the improvements thereon.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$249 and issued Receipt No. 11598 therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Sept. 1923

W. W. Suckley, 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 a piano contract not for \$650.00 dated 9-20-23 as provided in sales contract note. This mortgage must be satisfied within 2 yrs. and six months from date viz. March 20, 1926. One for \$ due. 192

made to Marion-Ness Piano Co.

or order, payable at Tulsa, Okla.

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

Said first part 1st hereby covenant that they are the owner 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 do hereby 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 \$600.00 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 10% of the sum of money due on the mortgage. Both 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 2nd the sum of money in the above described note, 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 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 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 1st of the first part ha. Ye. hereunto set their hand. S. the day and year first above written.

James Garrett

Mattie Garrett

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 their hand. this day of 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Marie H. Turner

on this 20th day of September, 1923, personally appeared within and foregoing James Garrett and Mattie Garrett

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 Oct. 12, 1926. (Seal)

Marie H. Turner,

Notary Public