

NO. 240634 G.M.J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

24

This instrument was filed for record on the

day of

Sept.

1923

at 9:00

o'clock

A.M.

and duly recorded in Book 472 on page 82

Fees \$.

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 22nd day of September, A. D. 1923, between

Neal Hardesty and Zula Hardesty, husband and wife

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

and W. E. Hardesty

of Tulsa, Oklahoma, part 108 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of (\$3265.00)

Thirty Two Hundred and Sixty Five

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part his heirs

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

Oklahoma to-wit:

The Northeast quarter of the Northeast quarter of Section Thirty Five,
Township Nineteen (19) Range Twelve (12) East, Tulsa County Oklahoma,
according to the Government Survey thereof, containing Forty acres,
more or less.

I hereby certify that this instrument was filed for record on the 24th day of September, 1923, at 9:00 o'clock A.M., and duly recorded in Book 472 on page 82.

Dated the 24 day of Sept 1923

W. W. Searcy, County Clerk

Deputy

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 \$ 3265.00 due Sept. 22, 1926

made to W. E. Hardesty

or order, payable at West Tulsa

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

Neal Hardesty and Zula Hardesty

Said first part 108 hereby covenant that they 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 108 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 \$ 3265.00 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 \$326.00 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 108 shall pay or cause to be paid to said second part 108 his 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 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 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 has hereunto set their hand the day and year first above written.

Neal Hardesty

Zula Hardesty

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

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 hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, F. A. Singler

on this 22nd day of September, 1923, personally appeared within and foregoing

Neal Hardesty and Zula Hardesty 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 Oct. 13, 1926 (Seal)

F. A. Singler,

Notary Public