

COMPARED

## MORTGAGE RECORD No. 472

NO. 240700 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 24 day of

Sept. 1923 at 2:40 o'clock P.M.

and duly recorded in Book 472 on page 84

Fees \$

O: G. Weaver.

(Seal)

Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this 11th day of September A.D. 1923, between

C. E. Dowling &amp; Mrs. D. M. Dowling, his wife

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

and K. W. Smiley

of Tulsa part 7 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of (\$582.00)

Five hundred eighty-five &amp; 10/100

Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 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 Eighteen (18) Block Two (2) Hunter Addition to the city of  
Tulsa, County of Tulsa, Oklahoma, according to the duly recorded  
plat thereof.

11632 249  
24 Sept. 3  
S. Barling

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 two promissory note of even date herewith. One for \$520.00 due October 11, 1925 and one for \$65.00 due October 11, 1926.

made to K. W. Smiley

or order, payable at 211 N. Elgin

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

G. E. Dowling and Mrs. D. M. Dowling

Said first parties hereby covenant that they are owners in fee

simple of said premises and that they are free and clear of all incumbrances. NO exceptions

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 parties 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 parties

agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 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 parties shall pay or cause to be paid to said second part 7, 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 parties 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 hands the day and year first above written.

G. E. Dowling

Mrs. D. M. Dowling

## 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 has hereunto set hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State

on this 11th day of September, 1923, personally appeared within and foregoing

C. E. Dowling and Mrs. D. M. Dowling, his wife, 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 December 3, 1924 (Seal)

Ira D. Crews,

Notary Public