

COMPARED

MORTGAGE RECORD No. 472

85

NO. 240701 C.M.J.

BACK 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 85.

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

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

H. W. Tyus and Carrie Tyus, his wife

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

and K. W. Smiley

of Tulsa part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$1268.44)

One thousand two hundred sixty-eight & 44/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 (13) thirteen, Block (10) ten Fairview Addition to the City of Tulsa as per the duly recorded plat thereof.

TO HAVE AND TO HOLD

I hereby certify that 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 85.

11/8/32

24

Sept.

3

J. 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 one promissory note of even date herewith.

One for \$1268.44 due \$30.00 on the 1st day of Oct. 1923 and \$30.00 due on the 1st day of each and every month thereafter until the whole amount is paid in full. 192

made to K. W. Smiley

or order, payable at 211 N. Elgin

with 10 per cent interest per annum, payable semi-annually and signed by

H. W. Tyus and Carrie Tyus

Said first part 1st hereby covenant that they are owners in fee

simple of said premises and that they are free and clear of all incumbrances no exception

That they have good right and authority to convey and encumber the same and

the 1st will 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 \$1000.00 for the benefit of the mortgage 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 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 part 1st shall pay or cause to be paid to said second part 2nd 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 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 of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

H. W. Tyus

Carrie Tyus

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, 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

H. W. Tyus and Carrie Tyus, 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