

MORTGAGE RECORD No. 472

NO. 240710 C.M.J.

BLACK PRINTING 26. TULSA

FROM

TO

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 24 day of
Sept. 1923 at 3:00 o'clock P.M.
 and duly recorded in Book 472 on page 86
 Fees \$.

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 24th day of September A. D. 1923, betweenTulsa Oil & Investment Company, an Oklahoma Corporationof Tulsa County, in the State of Oklahoma, part V of the first partand First National Bank of Tulsa, a corporation,of Tulsa, Oklahoma part V of the second part;WITNESSETH, That said part V of the first part, in consideration of the sum ofFifteen Hundred and No/100the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part its Dollarsand assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

Lots Five (5) and Six (6) in Block Twenty-eight (28) in Park Place
 Addition to the city of Tulsa, according to the recorded plat
 of said Addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 30 and issued
 Receipt No. 11633 for a payment of mortgage
 tax on the within mortgage.

Dated this 24 day of Sept. 1923W. W. Barling

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, to in anywise apper-
 taining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date here-
 with. One for \$ 1500.00 due ninety days after date

made to First National Bank of Tulsaor order, payable at Tulsawith eight per cent interest per annum, payable semi-annually and signed by Tulsa Oil & Investment CompanySaid first part V hereby covenant, that it is the owner in fee
 simple of said premises and that they are free and clear of all incumbrances.

That it has good right and authority to convey and encumber the same and
 it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree to insure the buildings on said
 premises in the sum of \$ 1500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V
 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree to 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 Ten Dollars and ten per cent 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 its successors 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
 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 eight 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 V 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 party V of the first part has set hereunto set its hand the day and year first above written.

ATTEST: J. C. Skillman, (Cor. Seal)
Secretary.

TULSA OIL & INVESTMENT COMPANY,
By F. Z. Curry, President.

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, R. R. McCormick, a Notary Public in and for said County and Stateon this 24th day of Sept. 1923, personally appeared within and foregoing

F. Z. Curry
as president to me known to be the identical person who executed the above instrument
 and acknowledged to me that he executed the same as his 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 Mar. 24, 1927, 192 (Seal)

R. R. McCormick,

Notary Public