

NO. 240832 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 26  
 Sept. 1923, at 8:30 o'clock A.M.  
 and duly recorded in Book 472 on page 92  
 Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 19th day of Sept. A. D. 1923, between

V. E. Hulings (a widow)

of Tulsa County, in the State of Oklahoma, part V of the first part  
 and Stebbins Investment Co.  
 of Tulsa Oklahoma, part V of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of  
 Three Hundred and No/100 Dollars  
 the receipt of which is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part its successors  
 and assigns, all the following described real estate situated in Tulsa County and State of  
 Oklahoma to-wit:

Lot Three (3) and the South 10 feet of Lot Two (2) in Block Eleven (11)  
 Lindsey Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.  
 This mortgage made subject and inferior to a first mortgage to the Standard Savings  
 & Loan Assn. of Detroit, Michigan, in the principal sum of \$4500. Recorded Book 243  
 Page 160, and a 2d. mortgage in the sum of \$1000.00 to same Recorded June 23d. 1922  
 both in Records of Tulsa, County, State of Oklahoma.

I hereby certify that I received \$ 00 and issued  
 Receipt No. 11816 thereon in payment of mortgage  
 tax on the within mortgage.

Dated this 4 day of Sept. 1923  
 W. W. Sheckey, County Treasurer

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or 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 \$ 300.00 due Jan. 1st. 1925  
 made to Stebbins Investment Co.

or order, payable at Tulsa  
 with 8% per cent interest per annum, after maturity  
 V. E. Hulings

Said first part V hereby covenant, s that she is the owner, in fee  
 simple of said premises and that they are free and clear of all incumbrances except as above recited

That she has good right and authority to convey and encumber the same and  
 She will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree, s to insure the buildings on said  
 premises in the sum of \$ 1000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V  
 agree, s to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree, s 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 \$30.00 Thirty 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 V, 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 V waive, s 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 V of the first part has hereunto set her hand the day and year first above written.  
 Mrs. V. E. Hulings

## 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 her 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 29th day of Sept. 1923, personally appeared within and foregoing  
 V. E. Hulings, to me known to be the identical person who executed the above instrument  
 and acknowledged to me that s s executed the same as s s 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 3/16th. 1926. 192 (Seal)

W. M. Fleetwood,

Notary Public