

MORTGAGE RECORD No. 472

NO. 240984 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 27 day of
Sept. 1923 at 3:25 o'clock P.M.
 and duly recorded in Book 472 on page 96
 Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 28th day of August A. D. 1923, between
W. L. Trobaugh and Vava V. Trobaugh, his wife

of Tulsa County, in the State of Oklahoma, part -- of the first part
 and J. A. Porter and C. H. Sweet
 of Tulsa, part 108 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of
Six Hundred Ten and 00/100 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 their heirs
 and assigns, all the following described real estate situated in Tulsa County and State of
 Oklahoma to-wit:

Lot Eleven (11), Block Two (2) Sunrise Terrace Addition to
 the city of Tulsa, according to the recorded plat thereof.

This mortgage subject to a first mortgage in the amount of \$2000.00 drawn
 in favor of Home Building and Loan Association, Tulsa, Okla.

This mortgage being given for the balance of the purchase price on the above 30
 described lot.

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

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date her-
 with. One for ~~note for~~ \$610.00 payable \$20.00 due thirty days from above date and
\$20.00 every thirty days thereafter until entire balance is paid. 1923
 made to J. A. Porter and C. H. Sweet

or order, payable at monthly
 with 8 per cent interest per annum, payable semi-annually and signed by

Said first part hereby covenant that --- owner, in fee
 simple of said premises and that they are free and clear of all incumbrances

That --- good right and authority to convey and encumber the same and
 he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part --- agree to insure the buildings on said
 premises in the sum of \$ --- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ---
 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 10 per cent of the unpaid balance --- ---
 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 same manner as the principal debt hereby secured.

Now if said first part --- shall pay or cause to be paid to said second part their 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 108 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 108 of the first part ha. Y.E. hereunto set their hand S. the day and year first above written.

W. L. Trobaugh

Vava V. Trobaugh

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
---, 192---

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston, a Notary Public in and for said County and State
 on this 28th day of AUG., 1923, personally appeared within and foregoing
W. L. Trobaugh and Vava V. Trobaugh, his wife to me known to be the identical person S. 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 June 24, 1925, 192--- (Seal)

B. H. Johnston,

Notary Public