

MORTGAGE RECORD No. 472

NO. 241036 C.M.J.

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 28 day of
Sept. 1923 at 11:40 o'clock A.M.
 and duly recorded in Book 472 on page 99
 Fees \$

TO

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this Fifteenth day of September A. D. 1923, betweenGeorge C. Gumbart and Aimee B. Gumbart, his wife,of Tulsa County, in the State of Oklahoma, part 1st of the first partand J. H. Hamptonof Jacksonville, Florida part V of the second part;WITNESSETH, That said part 1st of the first part, in consideration of the sum ofThirty-two Hundred 00/100Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirsand assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

The West Forty-seven feet (W.47') of the North One-half (N.1/2)
 of Lot Five (5) in Block Six (6) in the town of North Tulsa, now
 an Addition to the city of Tulsa, Tulsa County, state of Oklahoma,
 according to the official plat thereof.

THE SURETYSHIP

I hereby certify that I received 320 and issuedReceipt No. 11720 for same, a part of mortgageand was the same recorded on Sept 28 1923

C. White

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 Eighty-four (84) promissory note 8 of even date here-
 with, due for \$50.00 due serially on the Fifteenth of every following month until paid
 and one note for \$35.65 due Sept. 15, 1924 being the final payment. These notes include
 interest payments. J. H. Hampton
 made to

or order, payable at Exchange Trust Co.
 with George C. Gumbart and Aimee B. Gumbart, his wife,
 Said first part 1st hereby covenant that they are

owner. In fee simple of said premises and that they are free and clear of all incumbrances, except mortgage for \$1800.00 in favor of J. K. Gardner, recorded in Book 230 at page 238.

That they have good right and authority to convey and encumber the same and
 the y 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 \$2000.00 for the benefit of the mortgagee 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 regular 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 his heirs or assigns said
 sum 8 of money in the above described note 8 mentioned, together with the interest thereon according to the terms and tenor of said note 8
 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 8 may effect such insurance or pay such taxes and assessments and shall
 be allowed interest thereon at the rate of regular 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 8 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 to stay, valuation or appraisal laws.IN WITNESS WHEREOF, said part 1st of the first part ha VS hereunto set their hand 8 the day and year first above written.

Geo. C. Gumbart
Aimee B. Gumbart

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That George C. Gumbart and Aimee B. Gumbart, his wife, of Tulsa County, Oklahoma, the within
 named mortgagee in consideration of the sum of 8 DOLLARS
 to J. H. Hampton in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto
J. H. Hampton 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 28 day of
Sept. 1923

STATE OF OKLAHOMA, Tulsa County, ss.Before me, the undersigned

a Notary Public in and for said County and State
 on this 18th day of September 1923, personally appeared
George C. Gumbart and Aimee B. Gumbart, his wife, to me known to be the identical person 8 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 Jan. 19, 1924

(Seal)

Pauline Kavanaugh (now Dittmer)

Notary Public