

This Indenture, Made this 7th day of January, A. D. 1929, between

M. B. Baird and Katherine Baird

of Tulsa County, in the State of Oklahoma, of the first part, and

The First State Bank of Tulsa

of Creek County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Two thousand & no/100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part its heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of lot nine (9) block fifty-nine (59) and all of lot six (6) and the west one half (1/2) of lot seven (7) in block forty (40) in the city of Tulsa Oklahoma, according to the survey and plat filed thereof. Dollars,

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part its heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said M. B. Baird and Katherine Baird have this day executed and delivered a certain promissory note in writing to said part of of the second part, described as follows:

One note for \$2000.00, dated January the 7th, 1929, due in Ninety days, signed by M. B. Baird and Katherine Baird.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part its 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 the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of of the second part shall be entitled to the possession of said premises. And the said part of of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of of the first part have hereunto set their hand the day and year first above written.

M. B. Baird
Katherine Baird

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, James E. Hopkins a Notary Public in and for said County and State on this 7th day of January, 1929, personally appeared

M. B. Baird and Katherine Baird to me known to be the identical person

who executed the within and foregoing 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.

My Commission expires July 20th 1929

James E. Hopkins
Notary Public

This instrument was filed for Record on the 7 day of Jan, A. D. 1929, at 4:30 o'clock P. M., and duly recorded the 7 day of Jan, 1929

By [Signature] Deputy.

H. C. Walley
Register of Deeds.