

STATE OF OKLAHOMA,  
*O Tulsa* County. } ss. This instrument was filed in my office  
 for record on the *1* day of *Apr* A.D. 19*18*, at *11 30*  
 o'clock *A. M.*, and duly recorded in Book *39* on page *342*  
 Fee, \$ *1 50* (Seal) *H. C. Walkley*  
 Register of Deeds.

part of the second part, the following described real estate and premises, situated in the City and County of Tulsa, County, State of Oklahoma, to-wit:

Commencing at the northwest corner of Lot 9 Block 40 in City of Tulsa running thence easterly, parallel with southerly line of Lot 10 in said Block 140 feet to the alley, thence in southerly direction parallel with West Lane of Eaton Ave. 46 1/2 feet, thence westerly parallel with southerly line of Lot 9 in said Block 37 - 140 feet to easterly line of main Street, thence northerly along easterly line of main Street 46 1/2 feet to place of beginning, bring the northerly 46 1/2 feet of Lot 9 Block 37 in said City of Tulsa, also plat of ground beginning at northwest corner of Lot 6 in Block 40 of Tulsa Okla., running thence easterly 150 feet, thence southerly 140 feet to the alley, thence in westerly direction 100 feet to Boulder Ave., thence northerly along the easterly line of Boulder Ave. 140 feet to place of beginning, bring all of Lot 6 and the westerly 50 feet of Lot 7 in Block 40, all in the City of Tulsa, according to the recorded plat there,

This Mortgage is given to secure the principal sum of Twenty eight hundred & fifty Dollars,  
due and payable on the 23rd day of June 1908, with interest thereon at the rate of 6 per cent per annum, payable  
annually from date, according to the terms and at the time and in the manner provided by two certain promissory note s given and  
signed by the makers hereof M. B. Baird, Katherine Baird & J. E. Hopkins and payable to the order

of the mortgagee herein, and being for the principal sum of Two hundred and fifty Dollars.  
All sums secured by this Mortgage shall be paid at the office of Central National Bank  
E. R. McCullough & Co., Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not sell or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the said second party or its assigns, against loss by fire or lightning for not less than \_\_\_\_\_ Dollars,

in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

Party of the first part and Ther heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party, with 12 per cent. interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of \$285.00 Dollars, or such different sum as may be provided by said note 8, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure.

Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this Mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent. per annum, and this Mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of 12 per cent. per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this Mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma,

Dated this 23rd day of March 1908

SIGNED IN THE PRESENCE OF

Melville B. Baird  
Katherine Baird

State of Oklahoma, Tulsa County, ss.  
BEFORE ME, B. D. Pettus, Notary Public in and for said County and State,  
on this First day of April 1908, personally appeared Melville R. Baird  
and Katherine Baird to me known to be the identical person s 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.

WITNESS my hand and official seal, the day and year above written.

My commission expires Sept. 9th. 1908.

B. D. Pettus

**Notary Public**