

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the 4 day of Jan. 1923 at 4:20 o'clock P. M. and duly recorded in Book 408 on page 149

Fees \$ _____

O. G. Weaver, _____

(Seal) Brady Brown, _____

By _____ Deputy.

THIS INDENTURE, Made this 4th day of Jan. A. D. 1923, between _____

Caroline Baker, a single woman, _____

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

A. C. Davis _____

Tulsa, Oklahoma _____ part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of _____

thirteen hundred twenty-three and eighty (\$1323.80) _____ Dollars,

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part his _____ heirs

and assigns, all the following described real estate situated in _____ Tulsa, Tulsa County and State of

Oklahoma, to-wit:

Lot 17 in Block 16 of the Subdivision of Block 6 and Lots 1, 2, and 3 of Block 4 of Terrace Drive Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$525.00 and issued Receipt No. 7072 therefor in payment of mortgage tax on _____ within mortgage.

Dated this 2nd day of Nov. 1923.

WAYNE L. DICKEY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of _____ two _____ promissory note _____ of even date herewith. One for \$823.80 due April 4, 1923 and the other for the sum of \$500.00 due Jan. 4, 1924 made to _____ A. C. Davis

or order, payable at _____ Security National Bank, Tulsa, Okla. with _____

with eight _____ per cent interest per annum, payable semi-annually and signed by _____

Caroline Baker

Said first part V hereby covenant that _____ she is the _____ owner _____ in fee simple of said premises and that they are free and clear of all incumbrances EXCEPT one mortgage for \$4750.00 to the Home Bld. & Loan Asso. of Bartlesville, Okla.

That _____ she has _____ good right and authority to convey and encumber the same, and _____

_____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree _____ to insure the buildings on said premises in the sum of \$6,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V 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 _____ ten percent of the amount of this mortgage _____ 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 judgment 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 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 mortgage _____ may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight _____ 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 _____ notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisalment laws. IN WITNESS WHEREOF, said part V of the first part ha _____ hereunto set _____ her _____ hand _____ the day and year first above written.

Caroline Baker

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 _____ 1923.

STATE OF OKLAHOMA, Tulsa County, ss. _____

Before me, _____ Nell Ledford _____, a Notary Public in and for said County and State on this 4th day of January, 1923, personally appeared _____

Caroline Baker, a single woman, _____ to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ she _____ executed the same as _____ her _____ 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 7/25/1923 1923 (Seal) _____ Nell Ledford, _____

Notary Public.