

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 23rd day of Jan. 1923, at 4:00 o'clock P.M., and duly recorded in Book 408 on page 186.

Fees \$ _____

O. G. Weaver,
(Seal) _____ County Clerk.
By, Brady Brown Deputy.

THIS INDENTURE, Made this 16th day of January, A. D. 1923, between _____
T. E. Fairchild, a widow
of Tulsa County, in the State of Oklahoma, _____ part V of the first part, and
Anna P. Baker
of Tulsa _____ part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of _____ Dollars,
Three thousand Nine Hundred Ninety and 18/100
the receipt of which is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lots Twenty and Twenty one, in Block Two, in Park Hill Addition to the City of Tulsa, according to the amended plat thereof.

Subject to a prior mortgage of \$3200.00 to Gum Brothers Company.

I hereby certify that I received \$4.50 and tested
Record No. 2362 therefor in payment of mortgage
tax on the within mortgage.
Dated this 23 day of Jan 1923
WAYNE L. DICKEY, County Treasurer
16 Deputy

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 53 _____ dated Dec. 7, 1920
with One for \$ 75.00 due Feb. 7th, 1923 and one note due the 7th of each month there-
after until 52 notes are paid and one note of \$90.18 due June 7th, 1927.

made to Anna P. Baker

or order, payable at Central Nat'l. Bank, _____
with eight _____ per cent interest per annum, payable semi-annually and signed by T. E. Fairchild

Said first part V hereby covenant s that she is the owner _____ in fee simple
of said premises and that they are free and clear of all incumbrances except a mortgage of \$3200.00 to Gum Brothers Company

That she has _____ good right and authority to convey and encumber the same, and
she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree s 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 V agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree s that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagee will pay to the said mortgagee ten percent of amt. due 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 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 her 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 ten 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 s notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisement laws.
IN WITNESS WHEREOF, said part V of the first part ha s hereunto set her hand _____ the day and year first above written.
T. E. Fairchild

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, the undersigned, a Notary Public in and for said County and State
on this 16th day of January, 1923, personally appeared T. E. Fairchild, a widow
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 Jan. 12, 1926 (Seal) O. C. McGilvray
Notary Public.