

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 26th day of Jan. 1923 at 4:30 o'clock P. M. and duly recorded in Book 408 on page 192.

Fees \$ _____

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

THIS INDENTURE, Made this 15th day of January, A. D. 1923, between _____
Bessie Rips, a widow
of Tulsa County, in the State of Oklahoma, part V of the first part, and
Leonard & Braniff
of Tulsa, Oklahoma, part V of the second part:
WITNESSETH, That said part V of the first part, in consideration of the sum of _____ Dollars,
One Hundred Ten and No/100
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part its _____
and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Forty-four (44) and South Half (S/2) of Lot Forty-five (45) in Block Five (5) of Abdo's Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

#1. State of Oklahoma, Tulsa County, ss.
Before me --- a Notary Public in and for said County and State, on this 15th day of January 1923, personally appeared Bessie Rips, a widow to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of A.S. Rips as witnesses 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 8-14-1926. (Seal) Max W. Campbell, Notary Public.

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 three _____ promissory notes, of even date herewith. One for \$36.67 due February 15th, 1923; One for \$36.67 due March 15th, 1923; One for \$36.66 due April 15th, 1923. TREASURER'S ENDORSEMENT: I hereby certify that I received \$02.00 and issued Receipt No. 54458 therefor in payment of mortgage tax on the within mortgage. Dated this 26 day of Jan. 1923.

made to Leonard & Braniff
or order, payable at Tulsa, Okla.
with eight per cent interest per annum, payable semi-annually and signed by Bessie Rips, a widow
Said first part V hereby covenant that she is owner in fee simple of said premises and that they are free and clear of all incumbrances except a mortgage to The Mortgage Bond Co. of New York of \$2200.00 dated Oct. 18, 1922.

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 to insure the buildings on said premises in the sum of \$1,000.00 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 Fifty and no/100 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 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 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 notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws. IN WITNESS WHEREOF, said part V of the first part hereunto set her hand the day and year first above written. Witnesses to signature by mark of Bessie Rips Bessie Rips
A.S. Rips A. S. Rips Max W. Campbell mark

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, hereunto set her hand, this _____ day of _____, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned authority, a Notary Public in and for said County and State on this 15th day of January, 1923, personally appeared Bessie Rips, 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 hand and notarial seal on the day and date above written.
WITNESS my official hand and seal the day and year above set forth.
My commission expires 8-14-1926. (Seal) Max W. Campbell
#1. Notary Public.