

BLACK-PRINTING CO., TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 5th day of Feb., 1923, at 10:00 o'clock A. M., and duly recorded in Book 408 on page 207

Fees \$

O. G. Weaver,

(Sēaī)

Brady Brown,

County Clerk.

By _____

Brady BROWN,

.....Deputy.

THIS INDENTURE, Made this 2nd day of February, A. D. 1923, between
J. J. Sykes and Alice Sykes, husband and wife,

of Broken Arrow, Tulsa County, in the State of Oklahoma, part 185 of the first part, and
W. T. Brumbaugh
 of Broken Arrow, Oklahoma part 1 of the second part:

WITNESSETH, That said party 108 of the first part, in consideration of the sum of Five Hundred No/100 Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party Y of the second part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Lot numbered Three (3) in Block numbered Forty-three (43) in the original town of Broken Arrow, according to the recorded plat thereof.

RESEARCH ENVIRONMENT

I hereby certify that I received \$ 10 and issued
Revenue Note 7607 in payment of mortgage
tax on the within mortgage.

Filed this 6 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

a

Deputy

To have and to hold the some, 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 one promissory note of even date here-
with. One for \$ 500.00 due February 2, 1924 192

made to W. T. Brumbaugh

or order, payable at Broken Arrow, Okla.

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

J. J. Sykes and Alice Sykes, his wife

Said first party ies hereby covenant that they are the owner S in fee simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and the y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part ies agree to insure the buildings on said premises in the sum of \$ 200.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part ies agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part of 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 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 100 shall pay accrue to be paid to said second part 7 and 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 said 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 --- 9 may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of --- five 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 199waive...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 108 of the first part have hereunto set their hand & the day and year first above written.

-----J...J...Sykes
Alice Sykes

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 192.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, R. A. Wallingford, a Notary Public in and for said County and State
on this 2nd day of February, 1923, personally appeared J. J. Sykes and Alice Sykes, his wife
 to me known to be the identical person. S_e who executed the above
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 official hand and seal the day and year above set forth.
My commission expires.....Nov. 4th....., 1926... (Seal)

R. A. Wallingford.

Notary Public.