

BLACK PRINTING CO. - TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 5th day of Feb., 1923, at 4:00 o'clock P.M., and duly recorded in Book 408 on page 210

Fees \$ \_\_\_\_\_

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

THIS INDENTURE, Made this 20th day of January, A. D. 1923, between \_\_\_\_\_  
Roy L. Kifer and Mabel P. Kifer, husband and wife  
of Tulsa County, in the State of Oklahoma, \_\_\_\_\_ part ies of the first part, and  
A. S. Burrows  
of Los Angeles, California \_\_\_\_\_ part V of the second part:  
WITNESSETH, That said part ies of the first part, in consideration of the sum of \_\_\_\_\_  
Twelve Hundred and \_\_\_\_\_ 1200.00 Dollars,  
the receipt of which is hereby acknowledged, do \_\_\_\_\_ by 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 County and State of  
Oklahoma, to-wit:

lots Eleven (11) and Twelve (12) in Block One (1) of  
Forest Park Addition to the city of Tulsa, according  
to the recorded plat thereof.

TREASURER'S RECEIPT  
I hereby certify that I received \$ 48 and interest  
Receipt No. 7601 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 5 day of Feb, 1923  
WAYNE L. DICKKEY, County Treasurer  
G. J. 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 one promissory note \_\_\_\_\_ of even date herewith. One for \$ 1200.00 \_\_\_\_\_ payable in monthly installments of \$ 40.00 and interest on 192 unpaid balance of principal, the first installment being due and payable on the 1st day of March 1923, and one \_\_\_\_\_ installment on the 1st of each month thereafter until all paid made to \_\_\_\_\_

A. S. Burrows  
or order, payable at Tulsa, Okla.  
with Eight per cent interest per annum, payable semi-annually and signed by \_\_\_\_\_  
Roy L. Kifer and Mabel P. Kifer, husband and wife

Said first part ies hereby covenant that they are owner S in fee simple of said premises and that they are free and clear of all incumbrances except \$ 2500.00 1st mortgage to Home Bldg. & Loan Association;

That they have good right and authority to convey and encumber the same, and the V 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 \$ 4700.00 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 ies 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 One Hundred 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 ies 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 mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of \_\_\_\_\_ 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 ies 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 ies of the first part have hereunto set their hand S the day and year first above written.

Roy L. Kifer  
Mabel P. Kifer

## 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, C. E. Hart, a Notary Public in and for said County and State  
on this 20th day of January, 1923, personally appeared Roy L. Kifer and Mabel P. Kifer, his wife,  
to me known to be the identical person A who executed the above  
instrument and acknowledged to me that t 1923 executed the same as t h oir 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 Aug. 21, 1924. (Seal) C. E. Hart,  
Notary Public.