

MOCK PRINTING CO. TULSA

FROM \_\_\_\_\_  
TO \_\_\_\_\_  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 3 day of  
March, 1923, at 9:40 o'clock A. M.,  
and duly recorded in Book 408 on page 272.  
Fees \$ \_\_\_\_\_  
O. G. Weaver,  
(Seal) \_\_\_\_\_ County Clerk.  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 16th day of February, A. D. 1923, between  
Fred G. Shaw and Lena Shaw, his wife,  
of Jackson County, in the State of Oklahoma, Missouri part 1st of the first part, and  
of The First National Bank  
Tulsa, Oklahoma part V of the second part:  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Seventy-two Hundred Thirty Dollars and 61/100 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 its heirs  
and assigns, all the following described real estate situated in Tulsa County and State of  
Oklahoma, to-wit:

Lot Three (3), in Block Ninety-one (91) of the original  
townsite of Tulsa, Oklahoma, according to the official  
plat and survey thereof.

RECEIVED  
Tulsa County Clerk's Office  
March 14 1923  
Paid \$80.38 in payment of mortgage  
Dated this 3 day of March 1923  
WAYNE L. BERRY, County Treasurer  
a g

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-  
taining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date here-  
with. One for \$ 7230.61 due 90 days after date 1923

made to First National Bank of Tulsa

or order, payable at Tulsa, Okla.  
with ten per cent interest per annum from maturity payable semi-annually and signed by  
Fred Shaw

Said first part 1st hereby covenant that they are owner. in fee simple  
of said premises and that they are free and clear of all incumbrances except mortgage for \$25000.00 to the Atlas Life Ins.  
Co. 7 mortgage for \$21,500.00 to First National Bank of Tulsa

That they have good right and authority to convey and encumber the same, and  
they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said  
premises in the sum of \$ 7230.61 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 1st  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 principal and ten 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 1st 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 1st 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 1st of the first part have hereunto set their hand S the day and year first above written.

Fred G. Shaw  
Lena Shaw

#### 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 has hereunto set hand this \_\_\_\_\_ day of  
1923.

STATE OF OKLAHOMA, Missouri, Jackson County, ss.

Before me, Emma Blumer, a Notary Public in and for said County and State  
on this 27th day of February, 1923, personally appeared Fred G. Shaw and Lena Shaw, his wife  
within and foregoing  
to me known to be the identical person 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 March 13, 1923. (Seal)

Emma Blumer,  
Notary Public.