

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss. _____

This instrument was filed for record on the _____ day of _____ 1923 at _____ o'clock _____ A. M. and duly recorded in Book _____ on page _____

Fees \$ _____

O. G. Weaver, _____

(Seal) Brady Brown, _____ County Clerk.

By _____ Deputy.

THIS INDENTURE, Made this _____ 9th day of _____ January, A. D. 1923, between _____ Fred J. Feyerherm a single man _____ of _____ Tulsa County, in the State of Oklahoma, _____ part _____ of the first part, and _____ W. E. Lantz _____ Tulsa, Oklahoma _____ part _____ of the second part:

WITNESSETH, That said part _____ of the first part, in consideration of the sum of _____ Thirty Two Hundred and No/100 (\$3200.00) _____ Dollars, the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ 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 Three (3), Four (4) and Five (5) Block One, in Fairmont Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received on 1/28 _____ and issued Receipt No. 9744 _____ in payment of mortgage tax on the within mortgage.

Dated this 28 day of _____ 1923

WAYNE L. DICKEY, County Treasurer

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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 _____ six _____ promissory notes _____ of even date herewith. One for \$ _____ 500.00 _____ due _____ July 9, 1922, and one for \$500.00 each six thereafter, 192 _____ until five have been paid and one for \$700.00 due six months thereafter.

made to _____ W. E. Lantz

or order, payable at _____ Tulsa, Ok.

with _____ 10 _____ per cent interest per annum, payable semi-annually and signed by _____ Fred J. Feyerherm

Said first part _____ hereby covenant _____ that _____ he is the _____ owner _____ in fee simple of said premises and that they are free and clear of all incumbrances _____ no exceptions

That _____ he has _____ good right and authority to convey and encumber the same, and _____ he _____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part _____ agree _____ to insure the buildings on said premises in the sum of \$ _____ 1000 _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part _____ agree _____ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part _____ 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 _____ \$10.00 and 10% _____ 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.

Said first part _____ shall pay or cause to be paid to said second part _____ 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 _____ 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 _____ of the first part has _____ hereunto set _____ hand _____ the day and year first above written.

Fred J. Feyerherm

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, _____ H. M. Price _____ a Notary Public in and for said County and State on this _____ 9th day of _____ Jan. _____ 1923, personally appeared _____ Fred J. Feyerherm

_____ to me known to be the identical person _____ who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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 last above written.

WITNESS my official hand and seal this day and year above set forth.

My commission expires _____ Jan. 15th, _____ 1923 (Seal)

H. M. Price,

Notary Public.