

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 25 and issued Receipt No. 1274 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of July 1923  
W. W. Stucky County Treasurer  
A. S. B. Deputy

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 21st day of July 1923 at 11:35 o'clock A.M. and duly recorded in Book 408 on page 606.  
 Fees \$.....

(SEAL) O. G. Weaver,  
 County Clerk.

By Brady Brown, Deputy.

THIS INDENTURE, Made this 20th day of July, A. D. 1923, between

T. J. Machler and his wife, Edith I. Machler

of Tulsa County, in the State of Oklahoma, part ies of the first part, and

Fred L. Gordon (a single man)

of Tulsa, part y of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of (\$1325.00)

Thirteen hundred twenty five and no/100 Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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: The north fifty (50) feet of the south one hundred (100) feet of lots one (1) and two (2) in Block six, of Vern subdivision, being a subdivision of the north one half of the north east quarter (NEQT) of section eight (8) township nineteen (19) north, range twelve (12) east of Indian Base and Meridian, according to the amended plat thereof.

Tulsa, Oklahoma, July 20th, 1923. - - - \$1325.00 - - - On or before the 1st day of September, 1923, we promise to pay to the order of Fred L. Gordon, the sum of Thirty (\$30.00) dollars and on the first day of each month thereafter and additional sum of \$30.00 until the full sum of \$1325.00 has been fully paid, together with interest at the rate of 8 percent per annum. It being agreed that \$25.00 of the said payment of \$30.00 shall be credited to the principal of this note and \$5.00 applied as interest and should the note be paid in full before maturity, that the interest shall be computed and adjusted as of the date such full payment is made. This note to attach to and form a part of a certain mortgage, of even date and given against the south 50 ft. of the north 100 feet of lots 1 and 2 Block 6 Vern subdivision.

T. J. Machler,  
Mrs. Edith I. Machler (COPY).

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 \$ 1325.00 due in monthly installments according to a copy of note attached hereto and made a part hereof.

made to

or order, payable at

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

Said first part 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 they 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 \$ 750.00 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 \$125.00 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 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 10 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 ha VS hereunto set their hand S the day and year first above written.

T. J. Machler  
Mrs. Edith Machler

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Fred L. Gordon (a single man) of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of One thousand fifty DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, do ES hereby sell, assign, transfer, set out and convey unto John H. Osborn his 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 21st day of July 1923.  
Fred L. Gordon

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, W. M. Fleetwood, a Notary Public in and for said County and State on this 21st day of July, 1923, personally appeared Fred L. Gordon (a single man) to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his 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 10th, 1926.

(SEAL) W. M. Fleetwood

State of Oklahoma, Tulsa County, ss. Before me, W. M. Fleetwood, a Notary Public in and for said County and State, on this 20th day of July, 1923, personally appeared T. J. Machler and his wife Edith Machler known to be the identical persons who executed the within and foregoing 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 3/10/26

(SEAL) W. M. FLEETWOOD; NOTARY PUBLIC