

BLACK PRINTING CO. TULSA

FROM **COMPARED** STATE OF OKLAHOMA, Tulsa County, ss. 12th day of Dec. 1922, at 11:30 o'clock, A.M., and duly recorded in Book 408 on page 106

TO Fees \$

O. D. Lawson, County Clerk.  
F. Delman, Deputy.

THIS INDENTURE, Made this 11th day of Dec. A. D. 1922, between Otto Kabatzky and Lorena Kabatzky, of Tulsa County, in the State of Oklahoma, the part 108 of the first part, and Maudie E. Adamson, of Tulsa, Oklahoma, the part 109 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Five Thousand (\$5000.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 109 of the second part, her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Fourteen (14) in Block Twelve (12) Orcutt Addition to the city of Tulsa, Okla., Subject however to one certain Real Estate Mortgage, favor Exchange Trust Company, of Tulsa, Okla. for the sum of \$3500.00

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$5,700 and issued Receipt No. 6686 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Three (3) promissory note \$ of even date herewith. One for \$1000.00 due June 11th, 1923; One for \$1000.00, due Dec. 11th, 1923; 1924 and One for \$3000.00, due Dec. 11th, 1924, all of which said notes are made to Maudie E. Adamson.

or order, payable at Tulsa, Okla. with Eight (8) per cent interest per annum, payable semi-annually and signed by Otto Kabatzky and Lorena Kabatzky, of Tulsa County, Okla.

Said first part 108 hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except as above noted.

That they have good right and authority to convey and encumber the same, and the 108 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$5000.00 for the benefit of the mortgagees and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 mortgagee will pay to the said mortgagee the sums specified in the said notes. 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 108 shall pay or cause to be paid to said second part her heirs or assigns said sum of money in the above described note 109 mentioned, together with the interest thereon according to the terms and tenor of said note 109 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 (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 109 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 108 have notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisement laws. IN WITNESS WHEREOF, said part 108 of the first part have hereunto set their hands the day and year first above written.

Otto Kabatzky  
Lorena Kabatzky

## 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 1922.

STATE OF OKLAHOMA, Tulsa County, ss. Before me, Lee O. Plemmons, a Notary Public in and for said County and State on this 11th day of Dec. 1922, personally appeared Otto Kabatzky and Lorena Kabatzky, to me known to be the identical persons 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 Oct. 16, 1925. (Seal) Lee O. Plemmons, Notary Public.