

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 14th day of Oct., 1922, at 10:00 o'clock A. M., and duly recorded in Book 408 on page 2.

Fees \$ _____

(Seal) O. D. Lawson, County Clerk.
By F. Delman, Deputy.

THIS INDENTURE, Made this 13th day of October, A. D. 1922, between Sam Sarrow and Rose Zarrow of Tulsa County, in the State of Oklahoma, part ies of the first part, and A. Pepis of Tulsa County part ies of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of Two Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies of the second part, their heirs and assigns, all the following described real estate situated in _____ County and State of Oklahoma, to-wit:

Lot 16, Block Six (6) Factory Addition to the City of Tulsa and improvements thereon, known as 1427 East 6th St. Tulsa, subject to prior mortgage for Twenty-five hundred dollars (\$2500.) in favor of Tulsa Bldg. & Loan Ass'n.

TREASURER'S ENDORSEMENT

I certify that I received \$ 400 and issued 5468 therefor in payment of mortgage within mortgage.

Witness my hand and seal this 14 day of Oct, 1922
Wayne L. Dickey, County Treasurer

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 \$ 2000.00 due December 12th, 1922, 1922.

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 the y 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 \$ 2000 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 Five 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 suit 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 ies 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 appraisement laws. IN WITNESS WHEREOF, said part ies of the first part have hereunto set their hand the day and year first above written.

Sam Zarrow
Rose Zarrow

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, Harry White, a Notary Public in and for said County and State on this 13th day of Oct, 1922, personally appeared Sam Zarrow & Rose Zarrow to me known to be the identical person S 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 May 7, 1923. (Seal) Harry White, Notary Public.