

BACK PRINTING CO., TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 12th day of Feb., 1923, at 10:00 o'clock A. M., and duly recorded in Book 408 on page 220.

Fees \$ _____

O. G. Weaver,
(Seal) County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this First day of Feb., A. D. 1923, between _____

Rose Zarrow and Sam Zarrow

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

J. Pepis

of N. Y. City, N. Y. _____ 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 Y of the second part Y heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Three buildings and lot described as all of lot 16, Block 6 Factory Addition. All improvements thereon. Subject to a first mortgage to the Aetna Bldg. & Loan Assn. of Topeka, Kansas of \$1400.00 Also subject to mortgage of \$1500. in favor of Minnetonka Lumber Co.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued Receipt No. 7703 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Feb., 1923.

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 twenty promissory note S of even date herewith. One for of which is due monthly 1923

made to J. Pepis

or order, payable at Tulsa, Okla. monthly with 8 per cent interest per annum, payable semi-annually and signed by Rose Zarrow and Sam Zarrow

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 except as above

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 \$ 15000 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 Two 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 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 Y heirs or assigns said sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S 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 ies 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 ies 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 _____ hereunto set _____ hand _____ the day and year first above written.

Rose Zarrow
Sam 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 _____ 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Simon Selinger, a Notary Public in and for said County and State on this 10 day of Feb., 1923, personally appeared Rose Zarrow and Sam Zarrow

to me known to be the identical person S who executed the above instrument and acknowledged to me that th. Y executed the same as th. Y 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 20 April, 1926.

Simon Selinger,

Notary Public.