

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 10th day of March 1923, at 11:40 o'clock A. M., and duly recorded in Book 408 on page 295.

Fees \$ _____

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

THIS INDENTURE, Made this 24th day of Feb. A. D. 1923, between _____
Albert M. Coates and Edith E. Coates, his wife,
of Tulsa County, in the State of Oklahoma, part 198 of the first part, and
Edwin J. Peebles
of Tulsa _____ part V of the second part:
WITNESSETH, That said part 198 of the first part, in consideration of the sum of _____ Dollars,
Eleven Hundred Twenty and 00/100
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit:

Lot Four (4); Block Two (2); Peebles Addition to the city
of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 112.00 and issued
Revenue No. 8191 therefor in payment of mortgage
tax on the within mortgage.

Dated this 10 day of March 1923.

WAYNE L. DECKY, 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 six _____ promissory note _____ of even date herewith. One for \$ 186.67 due in 6 mo. one for \$ 186.67 due in 12 months. one for \$ 186.67 due in 18 mo. one for \$ 186.67 due in 24 mo., one for \$ 186.67 due in 30 mo. and one for \$ 186.67 due in 36 months.

made to Edwin J. Peebles

or order, payable at maturity

with 8 per cent interest per annum, payable semi-annually and signed by Alber M. Coates and Edith E. Coates

Said first part 198 hereby covenant that they are the owner _____ 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 _____ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agree to insure the buildings on said premises in the sum of \$ _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 198 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 per cent of the unpaid balance _____ 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 198 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 198 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 198 of the first part has hereunto set their hand _____ the day and year first above written.

Albert M. Coates
Edith E. Coates

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 _____ has hereunto set _____ hand _____ this _____ day of _____, 192 _____

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston

on this 24th day of Feb. 1923, personally appeared _____ within and foregoing
Albert M. Coates and Edith E. Coates, his wife, to me known to be the identical person _____ 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 June 24, 1925. (Seal)

B. H. Johnston,

Notary Public.