

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 6 day of June 1923 at 11:30 o'clock A.M., and duly recorded in Book 408 on page 485.

Fees \$ _____

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

THIS INDENTURE, Made this 2nd day of June A. D. 1923, between _____
W. M. Rogers and Edna Rogers, his wife,
of Tulsa County, in the State of Oklahoma, part 1es of the first part, and
Edwin J. Peebles
of _____ part 1 of the second part:
WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Four Thousand One Hundred Seven and 00/100 - Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1 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 Eight (8) Block Two (2) Peebles Addition to the city
of Tulsa, according to the recorded plat thereof.

I hereby certify that I have received 246 and issued
Receipt No. 79, 24 therefor in payment of mortgage
tax on the within mortgage.
Dated this 7 day of June 1923
WAYNE L. DICKEY, County Treasurer
Deputy

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 Three promissory note, 8 of even date herewith. One for \$ 500.00 due 6 months one for \$500.00 due 12 months from date and one 192 for \$3107.00 due 36 months from date, first party granted the privilege of paying any amount on principal of third note at any interest paying date.

made to Edwin J. Peebles
or order, payable at maturity
with 8 per cent interest per annum, payable semi-annually and signed by
W. M. Rogers and Edna Rogers
Said first part 1es hereby covenant that they are the owner 88 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 1es agree to insure the buildings on said premises in the sum of \$ 4000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es 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. Both as attorney'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 the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 1es shall pay or cause to be paid to said second part 1es his heirs or assigns said sum of money in the above described note, 8 mentioned, together with the interest thereon according to the terms and tenor of said note, 8 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 8 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, 8 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 1es waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisalment laws.
IN WITNESS WHEREOF, said part 1es of the first part have hereunto set their hands the day and year first above written.

W. M. Rogers
Edna Rogers

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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 _____ 1923.

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, B. H. Johnston, a Notary Public in and for said County and State on this 6 day of June 1923, personally appeared W. M. Rogers and Edna Rogers, his wife within and foregoing 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.