

COMPARED

No. 232906 C.M.J.

MORTGAGE RECORD NO. 408

501

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 9 day of June 1923, at 2:30 o'clock P. M., and duly recorded in Book 408 on page 501

Fees \$ _____

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

THIS INDENTURE, Made this 26th day of Jan. A. D. 1923, between Carolyn M. Tobin and W. P. Tobin, her husband of Tulsa County, in the State of Oklahoma, part 108 of the first part, and Edwin J. Peebles of Tulsa part V of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Eight Hundred Fifty three and 35/100 Dollars, 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:

West 108.5 ft. of the Lot one (1) Block Two (2) Peebles Addition to the city of Tulsa, according to the recorded plat thereof.

RECEIVING ENDORSEMENT
I hereby certify that I received \$ 54 and issued Receipt 9997 therefor in payment of mortgage tax on the within mortgage.
Date this 11 day of June 1923
W. H. L. LANEY, County Treasurer
A. J.

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 6 promissory note of even date herewith. One for \$ 142.22 due July 26, 1923 one for \$142.22 due Jan. 26, 1924; one for \$142.22 July 26, 1924; one for \$142.23 due Jan. 26, 1925; one for \$142.23 due July 26, 1926 and one for \$142.23 due Jan. 26, 1926 made to Edwin J. Peebles

or order, payable at maturity with 8 per cent interest per annum, payable semi-annually and signed by Carolyn M. Tobin and W. P. Tobin they are the owner in fee simple of said premises and that they are free and clear of all incumbrances

That he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 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 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agree that in case of foreclosure of this mortgage, and at 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 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 shall pay or cause to be paid to said second part _____ 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 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 of the first part have hereunto set their hand and seal the day and year first above written.

Carolyn M. Tobin
W. P. Tobin

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 _____ 1923

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, Esther Reichenbach, a Notary Public in and for said County and State on this 8th day of June 1923, personally appeared Carolyn M. Tobin and W. P. Tobin, her husband, 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 May 29th, 1926. (Seal) Esther Reichenbach, Notary Public.