

NO. 213352 C.M.J. MORTGAGE RECORD NO. 408

FROM
TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 2000.00 and
therefor in payment of mortgage
the within mortgage.
dated this 9th day of Nov. 1925
WAYNE L. DICKEY, County Treasurer

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 9th
Nov. 1925, at 10:00 o'clock A. M.,
and duly recorded in Book 408 on page 51
Fees \$
O. D. Lawson,
(Seal) F. Delman, County Clerk.
By Deputy.

THIS INDENTURE, Made this 8th day of Nov. A.D. 1925, between
L. D. Lewk and his wife Ida B. Lewk, formerly Lewkowicz, and S. D. Pickering and his wife Lena A. of Tulsa County, in the State of Oklahoma, part 198 of the first part, and
J. S. Allison part V of the second part:
of Tulsa part V of the second part:
WITNESSETH, That said part 198 of the first part, in consideration of the sum of
Three Thousand (\$3000.00) 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:

The South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Lot Numbered Five (5) in Block Numbered Eleven (11) in the original Town of Tulsa, according to the official plat thereof, being twentyfive feet front by One hundred and Forty feet deep. The privilege given below to pay off said debt at any interest paying period, is upon the provisions that first parties give second party thirty days notice prior to said interest paying period at which they desire to pay same.

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 two certain promissory note S of even date herewith. One for \$ 2000.00 due Nov. 8th. 1925 and the other for \$1000.00 due Nov. 8th. 1925. The said notes bears interest at the rate of eight per cent per annum payable semi-annually from date. privilege given to pay off at interest paying period.

or order, payable at J. S. Allison
with eight per cent interest per annum, payable semi-annually and signed by
L. D. Lewk and his wife Ida B. Lewk, and S. D. Pickering and his wife Lena A. Pickering
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 V 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 \$ 3000.00 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 ten per cent of the amount unpaid and ten 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 V his heirs or assigns said sum 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 may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight 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 S 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 have hereunto set their hand S the day and year first above written.

S. D. Pickering
Lena A. Pickering

L. D. Lewk formerly Lawkowicz
Ida B. Lewk

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
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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, V. Dunaway, a Notary Public in and for said County and State
on this 8th day of November 1925 personally appeared L. D. Lewk & his wife Ida B. Lewk
formerly Lewkowicz and S. D. Pickering & his wife Lena A. Pickering 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 June 19, 1926. (Seal)

V. Dunaway,

Notary Public.