

BLACK PRINTING CO. TULSA

FROM _____

TO _____

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 13 day of June 1923, at 3:20 o'clock P. M., and duly recorded in Book 408 on page 511.

Fees \$ _____

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

THIS INDENTURE, Made this Second day of June, A. D. 1923, between Ada C. Sabourin and Charles F. Sabourin, her husband of Tulsa County, in the State of Oklahoma, as part 1es of the first part, and C. H. Terwilliger of Tulsa, Oklahoma, part V of the second part:

WITNESSETH, That said part 1es of the first part, in consideration of the sum of One Thousand (\$1000.00) 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:

All of Lot numbered Three (3) in Block Number Six (6) in Terwilliger Heights Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the official plat thereof.

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 one certain promissory note of even date herewith. One for \$ Copy attached \$1000.00 Tulsa, Okla. June 2, 1923. For value Received, I, we, or either of us, promise to pay to the order of C. H. Terwilliger the sum of One Thousand Dollars (\$1000.00) in installments of Two Hundred Fifty Dollars (\$250.00) in 8 months 12 months 18 months 24 months beginning the second day of December 1923. Deferred payments to bear interest at the rate of eight per cent per annum from date until paid; interest payable semi-annually. If any of the installments become due and payable at delinquent for 30 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the 220 Kennedy Bldg. Tulsa with _____ per cent interest per annum, payable semi-annually and signed by _____ This note is secured by first Mortgage on Lot Three Block Six in Terwilliger Heights Addition to Tulsa, Okla. The makers and endorser hereby severally waive presentment for payment notice of non-payment protest and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal process to collect this note or in case this note is of said premises and that they are free and clear of all incumbrances. I, we, or either of us agree to pay ten per cent of the total amount herein additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment no

That _____ good right and authority to convey and encumber the same, and 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 as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee _____ 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 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 _____ 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 ha _____ hereunto set _____ hand _____ the day and year first above written.

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 _____ 192 _____

STATE OF OKLAHOMA, _____ County, ss.

Before me, _____, a Notary Public in and for said County and State on this _____ day of _____, 192 _____, personally appeared _____ to me known to be the identical person who executed the above instrument and acknowledged to me that _____ executed the same as _____ 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 _____, 192 _____

Notary Public.