

216539 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$0.20 and issued
 Receipt No. 6709 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

W. L. Dickey
 Deputy

REAL ESTATE MORTGAGE.

COMPARED

STATE OF OKLAHOMA,
 County of Tulsa }

THIS INDENTURE, Made this 8th day of November
 A. D. 1922, between W. HAMILTON PECK and MABEL
 McF. PECK, his wife, of Tulsa, Tulsa county,

in the State of Oklahoma, of the first part, and Pauline Dean Orcutt of Tulsa county, in
 the State of Oklahoma, of the second part,

WITNESSETH: That said parties of the first part, in consideration of the sum of
 ONE THOUSAND DOLLARS, the receipt of which is hereby acknowledged, do by these presents,
 Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the
 following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

All of Lot Thirteen (13) in Block Twenty-four (24) in ORCUTT ADDITION to the
 City of Tulsa, according to the recorded plat thereof.

THIS MORTGAGE is and shall be and remain a third mortgage being now subject to
 two mortgages, one to Tulsa Building and Loan Association originally in amount
 \$4000.00, which is a first mortgage, and one to B. E. Kennedy having been
 assigned to Walters, Walters & McBride, in amount \$2500.00, which is second
 mortgage. For and during the period for which this mortgage is to run, to-wit,
 eighteen months, from date, the mortgagors shall have the right to renew or ex-
 tend the said second mortgage or replace the same by a new mortgage in the same
 amount, provided, however, such renewal, extension or re-placement shall be for a
 period of time not in excess of eighteen (18) months from this date, and such
 renewal, extension or replacement shall not affect the priority of the said
 second mortgage over this mortgage.

TO HAVE AND TO HOLD The same, together with all the appurtenances thereunto be-
 longing or in anywise appertaining, forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, where-
 as, said W. Hamilton Peck and Mabel McF. Peck, his wife, have this day executed and deliver-
 ed their certain promissory note in writing to said party of the second part for \$1000.00,
 due in 18 months from date with interest thereon at the rate of eight per cent. per annum.
 payable semi-annually from date until paid.

And the said first part---agree-- to keep the buildings insured for \$-----

And the Mortgagor agree to pay a reasonable attorney's fees on foreclosure .

Now, if said parties of the first part shall pay or cause to be paid said party
 of the second part, her heirs or assigns, said sum or sums of money in the above described
 note mentioned, together with the interest thereon, according to the terms and tenor of the
 same, then these presents shall be wholly discharged and void; and otherwise shall remain
 in full force and effect. But if said sum or sums of money, or any part thereof, or any
 interest thereon, is not paid, when the same is due, or if the taxes and assessments of
 every nature, which are or may be assessed and levied against said premises or any part
 thereof are not paid when the same are by law made due and payable then the whole of said
 sum or sums, and interest thereon, shall, and by these presents, become due and payable,
 and said party of the second part shall be entitled to the possession of said premises.
 And the said parties of the first part, for said consideration, do hereby expressly waive
 an appraisalment of said Real Estate and all benefit of the Homestead exemption and stay
 laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
 hands the day and year first above written.

W. Hamilton Peck
 Mabel McF. Peck