

COMPARED

225068 C. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. A. Peek, a single man

of Tulsa County, Oklahoma, part of the first part, has

mortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyle

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) and the West Twenty-five (25) feet of Lot
Six (6) Block One (1) sunset View Addition to the City of Tulsa,
Oklahoma, according to the recorded plat thereof.

For the purpose of the first part of the mortgage, the sum of \$562.50 is hereby paid in full of the principal sum of the mortgage, and the interest thereon is hereby paid in full of the interest due on the mortgage, and the mortgage is hereby satisfied and discharged, and the title to the same is hereby restored to the first part of the mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 20th day of March, 1925.

WAYNE L. DICKLEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

One Thousand One Hundred twenty-five and 00/100 DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date

according to the terms of two certain promissory notes described as follows, to-wit:

One note for \$562.50 due on or before Twelve Months from date hereof,

One note for \$562.50 due on or before Eighteen Months from date hereof,

All of said notes signed by F. A. Peek, payable to the order of

Thos. P. Melvin and J. H. Boyle

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee as provided in said notes which this mortgage also secures.

Part of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 19th day of March, 1925.

F. A. Peek SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 19th day of March, 1925, personally appeared F. A. Peek, a single man,

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires March 8, 1926 (SEAL) Hal. G. Siehr Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of March A. D., 1925

at 3:20 o'clock P. M. Book 439, Page 118.

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