

259516 - BH

## REAL ESTATE MORTGAGE.

This indenture, made this 29th day of May, in the year of our Lord, one thousand nine hundred and twenty four, between C. Pedrick and Marion Hodges Pedrick, husband and wife, of the county of Tulsa, and State of Oklahoma, of the first part and Fred W. Kopplin and Mary R. Kopplin, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of twenty two hundred (\$2200.00) dollars, to them duly paid, receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their heirs, administrators or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

The south half and the south thirty (30) feet ~~of the north~~ of the north half of lot eleven (11) in block two (2) Pomeroy Heights addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof. Also <sup>all</sup> that parcel of ground between lot 11 block 2 Pomeroy Heights addition to the City of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof, and the paved highway known as Federal Drive.

Also the west half of what is known as Kerr Street adjoining the south half and the south 30 feet of the north half of said lot 11, block 2,

Pomeroy Heights addition to the eastside thereof;

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatever kind.

This grant is intended as mortgage to secure the payment of the sum of twenty two hundred (\$2200.00) dollars, payable as follows, to-wit: According to terms and tenor of one promissory note, payable in installments of \$100.00 each, of even date herewith, with interest from date at rate of 10% per annum, interest payable every thirty days, said note becoming due as follows: One of said installments being due on the 6th day of June, 1924, and one of installments, - the same due on the 6th of every month following until all are paid, this day executed and delivered by the said parties of the first part to the said parties of the second part; and this conveyance shall be void if such payment is made as therein specified. But if default be made in such payment, or any part thereof, or interest thereon when due, or the taxes, or if the insurance is not kept in force, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said parties of the second part, their heirs, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the said parties of the second part, their heirs, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

And said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same, as hereafter provided, the mortgagors will pay to the said plaintiff three hundred \$300.00 dollars,