

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Peoria Gardens Company, a corporation,

of Tulsa, County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to The Security National Bank of Tulsa, Oklahoma,part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2), Three (3) and Four (4) of Block One (1), and Lots One (1) Two (2), Three (3) Six (6) and the North half of Lot Five (5) and the North Half of Lot Four (4), all of Peoria Court Sub-Division of Block One (1), Peoria Gardens Addition, and Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) of Block Four (4), and Lots One (1), Two (2), Three (3), and the South One Hundred and fifty-five (155) feet of Lot Four (4), and the South Fifty (50) feet of Lot Six (6), and all of Lot Seven (7), of Block Two (2), and Lots One (1), Three (3), Four (4) Five (5), Six (6), Seven (7) and Eight (8) of Block Three (3), and Lots One (1) and Three (3) of Block Six (6), and a strip of ground twenty-five (25) feet wide, beginning, at the Northwest corner of said Peoria Court Sub-Division immediately North and adjoining thereto, and extending eastward a distance of ten hundred and eighty five (1085) feet, all of Peoria Gardens Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the amended plat thereof, filed in the office of the County Clerk of Tulsa County, the said Peoria Gardens Addition being the Southeast Quarter (SE $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter, of Section Twenty-four, Township Nineteen North, Range Twelve East.

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 Fifty-seven Thousand, Six Hundred and Thirty-Six (\$57,636.00) DOLLARS,with interest thereon at the rate of 6 per cent, per annum, payable annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of Fifty-seven Thousand, Six hundred and Thirty-six (\$57,636.00) Dollars, dated December, 14th, 1923, due four months from date, bearing interest at the rate of Six per cent per annum from date, signed by Peoria Gardens Company, a corporation, Edward Soph, President.

12998  
I have received \$11.52 and issued  
a payment of mortgage

20 Dec. 1923  
S.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 part Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of ten per cent of the principal sum of said note, DOLLARS, which this mortgage also secures.

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

Dated this 14th day of December, 1923.

(Corporate Seal)  
ATTEST: Ray S. Fellows, Secretary.

PEORIA GARDENS COMPANY,  
By Edward Soph, President. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 14th day of December, 1923, personally appeared Edward Soph

As president of the Peoria Gardens Company, a corporation,  
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 and as the free and voluntary act and deed of such corporation

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

My Commission expires Sept. 3rd, 1925. (SEAL) R.C. Lamprich, Notary Public.I hereby certify that this instrument was filed for record in my office on 20 day of Dec. A.D., 1923at 11:20 o'clock A. M.By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.