

## MORTGAGE RECORD No. 472

NO. 240989 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 27 day of

Sept. 1927 at 3:35 o'clock P.M.

and duly recorded in Book 472 on page 97

Fees \$.

O. G. Weaver,

(Seal)

By Brady Brown,

County Clerk

Deputy

THIS INDENTURE, Made this 1st day of August A.D. 1927, between

William A. Birbilis and Pota Birbilis, his wife,

of Tulsa County, in the State of Oklahoma, part 1st of the first part

and Abraham N. Adelson

of New York City part 1st of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Thirty-one Thousand (\$31,000.00)

Dollars

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 1st of the second part his

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit: Lot Five (5) and the South Six Inches (6") of Lot Six (6) in Block Seventy-two

(72) of the original town now city of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof.

(This mortgage is given subject to an outstanding mortgage hereby assumed in favor of the Mortgage Bond Company of New York for the sum of \$20,000.00 but upon which \$19,000.00 is now unpaid and runs until May 1, 1927, as part consideration, the mortgagee hereby expressly agrees to procure, free of expense to the mortgagors a renewal, extension, substitution or replacement of such mortgage as will be due May 1, 1927, for a period of one year thereafter and free of expense to mortgagors with the understanding that the mortgagor will pay additional interest on the aforesaid note of \$19,000.00 as is more specifically provided in a certain contract of sale dated Aug. 1, 1923, executed by the mortgagor and the mortgagee.)

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 two certain promissory note of even date here-with. One for \$19,000.00 due five years after date and bearing interest payable semi-annually as evidenced by coupons attached thereto, and one note for the sum of \$12,000.00 due five years after date and bearing interest at 12% made to

or order, payable at

with Six (6) per cent interest per annum, payable semi-annually and signed by William A. Birbilis and Pota Birbilis, his wife

Said first part 1st hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances except as above stated

they have

That the said part 1st will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$25,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 10% 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 judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part 1st his 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 Eight (8) 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 1st 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 1st waive notice of election to declare the whole debt as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part ha. VA. hereunto set their hand the day and year first above written.

William A. Birbilis

Pota Birbilis

## 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

his 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

1927

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Josephine Pogue

27th September 1927

a Notary Public in and for said County and State

on this day of 1927, personally appeared within and foregoing

William A. Birbilis and Pota Birbilis, his wife, to me known to be the identical person who executed the above instrument

and acknowledged to me that they executed the same as their 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 August 24th 1927. (Seal)

Josephine Pogue,

Notary Public