

240332 C. J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$120 and issued  
 Receipt No 11560 for payment of mortgage  
 tax on the within mortgage.

Dated this 18 day of Sept. 1923

W. W. Sackey, County Treasurer

*W. W. Sackey*  
 Deputy

## OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: COMPARED

That W. Faye Pelton and husband, Claude J. Pelton  
 of Tulsa County, State of Oklahoma, parties of the  
 first part, have mortgaged and hereby mortgage to  
 C. D. Coggeshall party of the second part, the

following described real estate and premises, situated in Tulsa County State of Oklahoma, to-  
 wit: the North Fifty feet (N 50') of Lot Nine (9), Block Three (3) in Sunrise Terrace Addi-  
 tion to the city of Tulsa, with all the improvements thereon and appurtenances thereunto be-  
 longing, and warrant the title to the same.

This mortgage is given to secure the principal sum of TWO THOUSAND Dollars due and paya-  
 ble on the 15th day of September, 1926, with interest thereon at the rate of 8 per cent. per  
 annum, payable semi-annually from date, according to the terms and at the time and in the manner  
 provided by One certain promissory note of even date herewith, given and signed by the makers  
 hereof and payable to the order of the mortgagee herein, and being for the principal sum of  
 Two Thousand Dollars, with Six coupon notes attached, evidencing said interest, one coupon  
 being for Eighty Dollars, and Five coupons being for Eighty Dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co.,  
 in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this  
 Mortgage is a first lien upon said premises; that the party of the first part will pay said  
 principal and interest at the times when the same fall due and at the place and in the manner  
 provided in said note, and will pay all taxes and assessments against said land when the same  
 are due each year, and will not commit or permit any waste upon said premises; that the build-  
 ings and other improvements thereon shall be kept in good repair and shall not be destroyed or  
 removed without the consent of the second party, and shall be kept insured for the benefit of  
 the second party or its assigns, against loss by fire and storm for not less than Thirty-five  
 Hundred DOLLARS, in form and companies satisfactory to said second party or his representative,  
 and that all policies and renewals of same shall be delivered to said second party or his  
 representative.

Parties of the first part and their heirs, executors, administrators and assigns, will  
 warrant the quiet enjoyment of the aforesaid premises to the said party of the second part,  
 his heirs, executors and assigns, and will forever defend the aforesaid premises against the  
 lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes  
 and assessments levied against said premises or any other sum necessary to protect the rights  
 of such party or its assigns, including insurance upon buildings, and recover the same from  
 the first party with ten per cent. interest, and that every such payment is secured hereby,  
 and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed,  
 the holder hereof may recover from the first party an attorney fee of Two Hundred Dollars,  
 or such different sum as may be provided for by said note--- which shall be due upon the fil-  
 ing of the petition in foreclosure and which is secured hereby, and which the first party  
 promises and agrees to pay, together with expense of examination of title in preparation for  
 foreclosure. Any expense incurred in litigation or otherwise, including Attorney fees and  
 abstract of title to said premises incurred by reason of this mortgage or to protect its liens,  
 shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10  
 per cent. per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure