

COMPARED

MORTGAGE OF REAL PROPERTY.

This indenture, made this 5 day of Jan A. D. 1911, between J. S. Lawhorn of Jenks, Tulsa Co., Okla., and his wife, and A. C. Peacock, of Tulsa, Okla. witnesseth, that

Whereas, the said J. S. Lawhorn, is justly indebted to the said A. C. Peacock in the sum of four hundred dollars, (\$400.00) which is evidenced by 4 certain promissory notes of even date herewith, to-wit:

One note due Apr 1, 1911 for \$100.00; one note due July 1, 1911, for \$100.00; one note due Oct 1, 1911, for \$100.00; and one note due Jan 1, 1912, for \$100.00.

Now, therefore, the said J. S. Lawhorn and his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said notes, above mentioned, do hereby grant, bargain, sell, and convey unto the said A. C. Peacock, his heirs and assigns forever, the following described real estate, to-wit:

Lots No (20) twenty, block (17) seventeen, situated in the town of Jenks, Co. of Tulsa, state Okla., as shown by a plat of said town duly filed and recorded this day purchased of A. C. Peacock.

with all the improvements thereon at the present time, or that may hereafter be placed thereon, together with all of the privileges and appurtenances thereto belonging. To have and to hold the above granted bargained, and described premises unto the said A. C. Peacock, his heirs and assigns and unto his own proper use, benefit and behoof forever.

And whereas, for the further security of said indebtedness, the said party of the first part, covenant and agree with the said party of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said party of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same and all amount so expended by said party of the second part, his heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secures in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, J. S. Lawhorn, wife of said do hereby release and quitclaim unto the said A. C. Peacock, his heirs and assigns, all my right, claim or possibility of dower in and out of the afore described premises.

Conditioned, however, that if the said J. S. Lawhorn, his heirs, executors, or administrators shall well and truly pay or cause to be paid to the said A. C. Peacock his executors, administrators, or assigns, the aforesaid sums of money, with interest thereon, according to the tenor of said notes then this instrument shall be void, otherwise to remain in full force and effect.

In testimony whereof, I have hereunto set my hand on this the day and year first above written.

J. S. Lawhorn. *LS*

State of Oklahoma, Tulsa county, ss.

For value received, I acknowledge satisfaction and payment in full of this mortgage, and same is hereby canceled.

A. C. Peacock
Signed and acknowledged before me, *May 27-1912*
W. H. Malley
Notary Public