

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

COMPARED

THIS INDENTURE, Made this 16th day of October, A. D., 1922, between
Eunice S. Kelley and E.T. Kelley her husband
 of Tulsa County, in the State of Oklahoma, of the first part, and
O. F. Bessley of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Eight Hundred (\$800.00) DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part his heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Thirteen (13) in Block One (1)
 in Perryman Heights Second Addition to the
 City of Tulsa Oklahoma according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 800.00 and
 receipt No. 2280 therefor in payment of
 tax on the within mortgage.
 Dated this 16 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Eunice Kelley and E.T. Kelley her husband

grantor s ha ve executed and delivered their certain promissory note dated Oct. 16 1922
 to said part 2d of the second part for \$ 800.00
 due on or before October 16th 1925,

with interest at the rate of nine per centum per annum, payable semi-

And the first part 1st agree to keep the buildings insured for \$ 800.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 80.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, his heirs or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part 1st of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

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

WITNESSES:

Eunice S. KelleyE. T. Kelley

ACKNOWLEDGEMENT

STATE OF Tulsa COUNTY OF ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day
 of October, 19 22 personally appeared
Eunice S. Kelley and E.T. Kelley and

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me, that they
 executed the same at their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written,

My Commission expires Nov. 20 1924 (SEAL) John T. Miller Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 16th day of Oct., 19 22, at 4:15 o'clock P. M.

Book 424, Page 1(SEAL) O. D. LawsonF. Delman

Deputy.

County Clerk.