

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

222158 O.M.V.

THIS INDENTURE, Made this 16th day of February A.D. 1923 between

Lee Terrell, a widow

Tulsa

County, in the State of Oklahoma, of the first part, and

I. R. Cutchall

of the second part.

WITNESSETH, That the said part V of the first part in consideration of the sum of

Five Hundred and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do ^{es} by these presents grant, bargain, sell and convey unto said part V 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:

Lots One (1) and Two (2) in Block Three (3)
of Rosedale Addition to the city of Tulsa,
Tulsa County, Oklahoma, according to the
recorded plat thereof,

TREASURER'S RECEIPT

I hereby certify that I received \$100.00 and issued
Receipt No. 7831 in payment of mortgage
loan on the within mortgage.

Dated this 20 day of Feb. 1923

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

Lee Terrell, a widow

grantor has executed and delivered five (5) certain promissory note S dated Feb. 15, 1923

to said part V of the second part for \$100.00 each, first one due ninety days from date and remaining four due ninety days from the maturity of the prior note in their order until all five are paid.

with interest at the rate of 10 per centum per annum, payable semi-annually.

And the first part V agree S to keep the buildings insured for \$ a reasonable

In case that papers for foreclosure are filed, the first part V agree S to pay attorney fee of \$50.00 and ten per cent.

Now, if said part V of the first part shall pay or cause to be paid to said part V of the second part, his heirs or assigns, said sum of money in the above described note S 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 V of the second part shall be entitled to the possession of said premises. And the said part V of the first part for said consideration do ^{es} hereby waive or not waive appraisalment, at the option of said second part V, his heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part has hereunto set her hand the day and year first above written.

WITNESSES:

Lee Terrell

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of February 1923, personally appeared

Lee Terrell

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she

executed the same as her 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 Mar. 8, 1926. (Seal)

Hazel M. Johnson

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Feb. 1923 at 11:00 o'clock A.M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.