

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

101

Black Printing Co. Tulsa

222164 C.M.J.

14th

February

23

THIS INDENTURE, Made this day of A.D., 19 between

May Millward and G. K. Millward, her husband

of Tulsa

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

John H. Osborn

of the second part.

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

Four Hundred & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Two (2), Rose Hill Ranch, Tulsa County, Oklahoma, as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100.00 and issued Revenue No. 7814 in payment of mortgage tax on the within instrument.

Dated this 19 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

W.B.

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

May Millward and G. K. Millward, her husband

grantor S ha Ys executed and delivered a certain promissory note dated Feb. 14, 1923

to said part 2nd of the second part for \$ 400.00

due February 14th, 1924.

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

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

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10% of unpaid balance.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 2nd his heirs and assigns.

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

WITNESSES:

May Millward

G. K. Millward

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of February 1923, personally appeared

May Millward and G. K. Millward, her husband,

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 as 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 Sept. 14, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 19 day of Feb. 1923 at 11:40 o'clock A. M.

Book 424, Page 101

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.