

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

222531 O.M.J.
THIS INDENTURE, Made this 20th day of February A.D., 1923 between
Otho Walker, a single man
of Tulsa County, in the State of Oklahoma, of the first part, and
Jessie Jones of the second part.
WITNESSETH, That the said part Y of the first part in consideration of the sum of
Four-hundred-seventy-eight \$478.00 DOLLARS
the receipt whereof is hereby acknowledged, do SS by these presents grant, bargain, sell and convey unto said part Y 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 30, Block 7, of Roosevelt Addition to city
of Tulsa.

TREASURER'S ENDORSEMENT
I hereby certify that the sum of \$478.00 was paid to the
County of Tulsa on the 24th day of Feb. 1923.
Dated this 24th day of Feb. 1923.
WAYNE L. LUCKY, County Treasurer
a J 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

Otho Walker

grantor ha s executed and delivered One certain promissory note dated Feb. 20th, 1923
to said part Y of the second part for \$ Four Hundred Seventy Eight (\$478.00)

due the 1st \$20.00 due April 1st, 1923, and \$20.00 due the 1st day of each month
thereafter until the whole sum thereof is paid.

with interest at the rate of eight per centum per annum, payable annually.

And the first part Y agree to keep the buildings insured for \$ 500.00

In case that papers for foreclosure are filed, the first part i s agree to pay a reasonable attorney fee of \$ 50.00

Now, if said part i s of the first part shall pay or cause to be paid to said part Y 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 Y of the second part shall be entitled to the possession of said premises. And the said part i s of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part i s of the first part haVe hereunto set their hand the day and year first above written.

WITNESSES:

Otho Walker

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day
of February 1923, personally appeared
Otho Walker
Jesse Jones
to me known to be the identical person 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 October 21st, 1926. (Seal)

Mrs. M. W. Nickel,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 25 day of Feb. 1923 at 9:15 o'clock A.M.
Book 424, Page 104 Brady Brown, (Seal) O. G. Weaver,
Deputy County Clerk.