

# REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

105

BLACK PRINTING CO. TULSA  
222745 C.H.J.

THIS INDENTURE, Made this 24th day of February, A. D., 1923, between  
Emmett M. Hess and Auta C. Hess (husband and wife)  
of Tulsa County, in the State of Oklahoma, of the first part, and  
K. W. Gantz of the second part.  
WITNESSETH, That the said ies of the first part in consideration of the sum of  
Seventeen Hundred Seventy Four and 68/100 DOLLARS  
the receipt whereof is hereby acknowledged, do 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 Sixty-one (61) and Sixty-two (62) Block Six  
(6) Baird Addition to the city of Tulsa, Oklahoma,  
according to the recorded plat thereof, and all  
improvements thereon.

TRUST SURVEY DOCUMENT  
I hereby certify that I received \$175 of said  
Revenue No. 7922 as a fee in payment of mortgage  
tax on this within the time set.  
Dated this 24 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

Emmett M. Hess and Auta C. Hess, (husband and wife)

grantor S ha ve executed and delivered their certain promissory note S dated Feb. 24th, 1923

to said part V of the second part for \$ 900.00 in installments of \$15.00 per month; said installments  
to be paid on or before the 24th day of each and every month hereafter beginning the  
24th day of March 1923, with interest on unpaid balance at 8 per annum, payable  
semi-annually and \$874.68, payable on or before five years after date, with interest  
at 8 per annum, payable semi-annually,

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

And the first part ies agree to keep the buildings insured for \$ reasonable

In case that the papers for foreclosure are filed, the first part ies agree to pay an attorney fee of \$ 10%

Now, if said part ies of the first part shall pay or cause to be paid to said part ies of the second part, their heirs or as-  
signs, 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 ies of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said con-  
sideration do hereby waive or not waive appraisalment, at the option of said second part ies their heirs and assigns.

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

WITNESSES:

Emmett M. Hess

Auta C. Hess

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day  
of February, 1923, personally appeared

Emmett M. Hess and Auta C. Hess, (husband and wife) and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that they  
their 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 Mar. 8, 1926. (Seal)

Hazel M. Johnson,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 24 day of Feb., 1923 at 1:00 o'clock P. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.