

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

223351 C.M.J.

THIS INDENTURE, Made this 20 day of Feb. A.D. 1923, between

Roy F. Tyner and Elizabeth Tyner

of Osage

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

The Oklahoma National Bank

of the second part.

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

Fifteen hundred Ninety three & No

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots 14 and 16 in Block Eleven (11) in Town
of Skiatook, Okla.

TREASURER'S RECEIPT

Interest on this mortgage \$32
Balance 804.8
Paid this 5th day of March 1923
WAYNE L. LARLEY, 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

Roy F. Tyner and Elizabeth Tyner

grantor have executed and delivered certain promissory note dated 2/20, 1923

to said part of the second part for \$ 1593.50

due Sept. 20, 1923.

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

And the first part agree to keep the buildings insured for \$ 4000.00

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

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

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

WITNESSES:

Nelle Jewett

A. W. Lucas

Roy F. Tyner

Elizabeth Tyner

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Osage ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 day of Feb. 1923, personally appeared

Roy F. Tyner

Elizabeth Tyner

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 Feb. 10, 1925 (Seal) Nelle Jewett, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of March 1923 at 8:00 o'clock A.M.

Book 424, Page 108

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk.