

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

113

223812 C.M.J.
THIS INDENTURE, Made this 2nd day of March A.D., 1923, between
C. S. Bailiff and Mae E. Bailiff
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 ies of the first part in consideration of the sum of
One Hundred Twenty DOLLARS
the receipt whereof is hereby acknowledged, do SS. 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:

The East One Half ($\frac{1}{2}$) of Lot Number Fourteen (14)
in Block Number Two (2) Acre Gardens Addition to
the City of Tulsa, Oklahoma as shown by the re-
corded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 120.00 from C. S. Bailiff and Mae E. Bailiff
Receivd No. 8129 for the payment of mortgage
tax on the within mortgage.
Dated this 8 day of March 1923
WAYNE L. DICKEY, County Treasurer
WLD
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

First parties

grantor ha. vs executed and delivered their certain promissory note, dated 3-2-1923
to said part V of the second part for \$ 120.00
due six months after date

with interest at the rate of 10% per centum per annum, payable after maturity

And the first part ies agree to keep the buildings insured for \$ 300.00

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

Now, if said part ies of the first part shall pay or cause to be paid to said part ies of the second part his 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 on not waive appraisalment, at the option of said second part his heirs and assigns.

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

WITNESSES:

C. S. Bailiff

Mae E. Bailiff

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day
of March 1923, personally appeared

C. S. Bailiff

Mae E. Bailiff, his wife

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. 14th, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8th day of March 1923 at 10:30 o'clock A. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.