

## REAL ESTATE MORTGAGE RECORD No. 424

BLADE PRINTING CO. TULSA

224126 C.M.J. 7th day of March A.D. 1923 between

John Mod. Parks and his wife Delia Parks

of Tulsa

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

S. R. Thompson and Frank Cole

RECORDED

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

Seventeen hundred fifty and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1es of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The North Fifty (50) feet of Lot Three (3) in Block Ten (10) of the Original Town of Tulsa, Oklahoma, according to the recorded thereof.

RECORDED

(This mortgage given subject and inferior to a certain mortgage to the Standard Savings & Loan Ass'n of Detroit, Mich. in the original sum of \$1750.00)

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$200.00 and issued Receipt No. 8198 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of March 1923

WAYNE L. DICKET, County Treasurer

af

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

John Mod. Parks and his wife Delia Parks

grantor S ha ve executed and delivered eighteen certain promissory note S dated Mar. 7th, 1923.

to said part 1es of the second part for \$ 1750.00 payable as follows: \$100.00 on the 7th day of April 1923 with interest at the rate of 8% and \$100.00 on the 7th day of each month with interest at the rate of 8% for a period of 17 months and note no. 18 for \$50.00 due the 7th day of September 1924 with interest at the rate of 8% payable at National Bank of Commerce Tulsa Oklahoma. All or any part of these note can be taken up before maturity) with interest at the rate of . . . . . per centum per annum, payable with each note

And the first part 1es agree to keep the buildings insured for \$ 1750.00

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

Now, if said part 1es of the first part shall pay or cause to be paid to said part 1es of the second part, their heirs or assigns, said sum of money in the above described note S 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 1es of the second part shall be entitled to the possession of said premises. And the said part 1es of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 1es heirs and assigns.

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

WITNESSES:

John Mod. Parks

Delia Parks

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of March 1923, personally appeared

John Mod. Parks and wife Delia Parks

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.

March 22, 1925. (Seal)

Mabelle De Shetler,

My Commission expires

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 10 day of March 1923 at 11:50 o'clock A.M.

Book 424, Page 110

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.