

# REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

224144 C.M.J. 10th day of March A.D. 1923, between  
 THIS INDENTURE, Made this 10th day of March A.D. 1923, between  
 Oscar E. Heffner and Ruth H. Heffner, his wife,  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
 T. P. Rafferty of the second part.  
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
 Twenty-two Hundred and Fifty (\$2250.00) DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Number Two (2) in Block Number One (1)  
 in Perryman Heights Second Addition to the  
 City of Tulsa, Tulsa County, Oklahoma, according  
 to the recorded plat thereof.

ACKNOWLEDGEMENT  
 I hereby certify that I received \$180 and issued  
 this 12/19/23 therefor in payment of mortgage  
 to the within mortgagee  
 in and to the 12th day of March 1923  
 WAYNE L. DICKEY, County Treasurer  
 28 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  
 Oscar E. Heffner and Ruth H. Heffner  
 grantor, s have executed and delivered their certain promissory note, s dated Mar. 10, 1923.  
 to said part 2nd of the second part for \$ Twenty-two Hundred and Fifty (\$2250.00) Dollars  
 due as follows: One note for Five Hundred (\$500.00) Dollars due September 10, 1923;  
 and one note for \$583.34 due September 10, 1924; one note for \$583.34, due September  
 10, 1925; and one note for \$583.34 due September 10, 1926, or any of the notes may be  
 taken up at any time prior to date they become due;

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

And the first part 1st agree to keep the buildings insured for \$2500.00  
 In case that the papers for foreclosure are filed, the first part agree to pay a reasonable  
 attorney fee of \$ 50.00  
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or as-  
 signs, 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-  
 sideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.  
 IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:  
 Oscar E. Heffner  
 Ruth H. Heffner

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.  
 Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day  
 of March 1923, personally appeared  
 Oscar E. Heffner and  
 Ruth H. Heffner, 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 January 26, 1924. (Seal) John W. Schott, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this the 12 day of March 1923 at 8:00 o'clock A.M.  
 Book 424, Page 115 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.