

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

224162 C.M.J.

9th

March,

1923

A. D., 19

THIS INDENTURE, Made this

day of

March,

1923

A. D., 19

between

W. H. Imes and Emma W. Imes, his wife

of Tulsa

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

L. B. Lamar

of the second part.

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

Five Hundred Twenty Seven (\$527.00) & no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 Eight (8) in Block Number Three (3) in Wakefield Addition to the city of Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$3000.00 payable to Tulsa Building and Loan Association at \$43.80 per month, also subject to a second mortgage of \$869.36 which loan is payable to L. Barker on or before 18 months from date, with 8% interest per annum payable semiannually.

I, the undersigned, Notary Public for the State of Oklahoma, do hereby certify that I received \$527.00 from W. H. Imes and Emma W. Imes, his wife, in payment of mortgage on the 13th day of March, 1923.

WAYNE L. DICKEY, County Treasurer

C. W.

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

installment

grantor S. ha. Ye executed and delivered their certain promissory note dated 3-9-1923

to said part Y of the second part for \$ 527.00

due at the rate of \$15.00 per month beginning April 9th, 1923 with 8% interest per annum payable monthly on each payment as same falls due

with interest at the rate of 8% per centum per annum, payable monthly

And the first parties agree to keep the buildings insured for \$ 3000.00

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

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

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

WITNESSES:

W. H. Imes

Emma W. Imes

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

W. H. Imes and Emma W. Imes, his wife

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.

My Commission expires Sept. 14th, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 12 day of March, 1923, at 10:30 clock A. M.

Book 424, Page 116

Brady Brown,

(Seal)

O. G. Weaver,

Deputy.

County Clerk.