

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

125

BLACK PRINTING CO. TULSA

224675 C.M.J.

THIS INDENTURE, Made this 15th day of March

A. D., 1923, between

J. A. Hale and Bettie Hale, his wife.

of Tulsa

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

Gus Tankersley

of the second part.

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

Seven Hundred & No/100 (\$700.00)

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 One (1) of the Amended Survey of Lots Four (4) and Five (5), in Bailey's Addition to the Town of Sperry, Oklahoma, according to the recorded plat thereof.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, ON MARCH 17, 1923, AT 10:14 A.M. BY J. J. [Signature]

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

J. A. Hale and Bettie Hale, his wife,

grantor S ha. ve executed and delivered their certain promissory note S dated March 15th, 1923

to said part Y of the second part for \$ 700.00 described as follows: One Note dated March 15th, 1923:

due May 15th, 1923, for \$50.00; One note dated March 15th, 1923; due June 15th, 1923, for 50.00; One note dated March 15th, 1923; due July 15th, 1923, for 50.00; One note dated March 15th, 1923; due Aug. 15th, 1923, for 50.00; One note dated March 15th, 1923; due Sept. 15th, 1923, for 50.00; One note dated March 15th, 1923; due Oct. 15th, 1923, for 50.00; One note dated March 15th, 1923; due Nov. 15th, 1923, for 50.00; One note dated March 15th, 1923; due Dec. 15th, 1923, for 50.00; with interest at the rate of 10 per cent per annum payable 22.5 for 350.00 from date until paid.

And the first part 1es agree to keep the buildings insured for \$ 500.00

In case that the papers for foreclosure are filed, the first part 1es agree to pay a reasonable attorney fee of \$ 50.00

Now, if said part 1es 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 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 Y 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 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:

J. A. Hale

Mrs. Bettie Hale

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of March, 1923, personally appeared

J. A. Hale

Bettie Hale, 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 Aug. 12th, 1926. (Seal)

Joe Harshbarger,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 15 day of March

1923 at 2:45 o'clock P. M.

Book 424, Page 125

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk.