

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

224984 C.M.J.

THIS INDENTURE, Made this 16th day of March A. D. 1923, between

C. H. Benton and Clara Benton, his wife

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

Hutchison Lumber Co.

of the second part.

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

Three hundred and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of tract (16) Sixteen, Lot (7) Seven Billington
Acre Tracts

TREASURER'S ENDORSEMENT

Illegible text with handwritten numbers 8335 and 3, and a 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

C. H. Benton and Clara Benton

grantor 1st have executed and delivered one certain promissory note dated March 16th, 1923

to said part 2nd of the second part for \$ Three hundred & No/100
due June 15th, 1925.

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 \$5000.00 a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree to pay 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, its 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 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 consideration do hereby waive or not waive appraisalment, at the option of said second part its 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:

C. H. Benton

Clara G. Benton

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of March 1923 personally appeared

C. H. Benton and Clara G. Benton

and

to me known to be the identical person 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 Jan. 13, 1926. (Seal)

Maud Crum,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of March 1923 at 4:40 o'clock P. M.

Book 424, Page 128

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.