

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

225038 C.M.J.

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

T. J. Thurman and Mary C. Thurman, husband and wife

of Tulsa

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

L. Cohen and Clarissa L. Cohen

of the second part.

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

Four Hundred and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties 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 West Seventy (70) feet of Lot Five (5) of Block Two (2) in Second Oak Grove Addition to the city of Tulsa, Oklahoma.

This mortgage is a second mortgage, being inferior to the lien of that certain mortgage given by mortgagors to Home Building and Loan Association dated February 13, 1923 and recorded February 24th, 1923 in Book -- at page --

## TREASURER'S RECEIPT

I hereby certify that I received \$100.00 in payment of mortgage  
Receipt No. 8371  
dated this 21 day of March 1923

WAYNE L. DICKEY, County Treasurer

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

T. J. Thurman and Mary C. Thurman

grantor, have executed and delivered one certain promissory note dated Mar. 10, 1923

to said parties of the second part for \$ 400.00

due May 5th, 1924.

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

And the first parties agree to keep the buildings insured for \$3500.00 a reasonable

In case that papers for foreclosure are filed, the first parties agree to pay attorney fee of \$100.00

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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 parties, their heirs and assigns.

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

WITNESSES:

T. J. Thurman

Mary C. Thurman

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of March 1923, personally appeared

T. J. Thurman

and

Mary C. Thurman

to me known to be the identical persons 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. 30, 1927. (Seal)

V. Vivienne Hannum, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 20 day of March 1923 at 2:00 o'clock P. M.

Book 424, Page 130

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.