

# REAL ESTATE MORTGAGE RECORD No. 424 131

BLACK PRINTING CO. TULSA

225142 G.M.J. 12th day of March A.D. 1923 between

H. M. Lee  
Tulsa, Okla. County, in the State of Oklahoma, of the first part, and  
Mary Bash of the second part.

WITNESSETH, That the said part V of the first part in consideration of the sum of  
Twenty two hundred (\$2,200.00) DOLLARS

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

Lots Nineteen (19) and twenty (20) in Block One (1) Orchard Addition to Tulsa Oklahoma, according to the recorded plat thereof.

(This mortgage is given subject to a first mortgage of \$1,000.00 dated Feb. 26th, 1923 to Elva Barrows)

TREASURY RECEIPT  
I hereby certify that the sum of \$132.00 was received  
Receipt No. 8396 for the payment of mortgage  
tax on the within note  
Dated this 22 day of March 1923  
WAYNE L. DILLON, County Treasurer  
a g 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  
H. M. Lee

grantor ha S executed and delivered 36 certain promissory note S dated Mar. 12th, 1923  
to said part V of the second part for \$ 2,200.00 being a series of notes numbered 1 to 36 first note due  
Mar. 26th, 1923 for \$18.67 notes numbered 1 to 35 inclusive are due one each month in  
amounts of \$33.33 including monthly interest on total of \$2,200.00 total amount of prin-  
cipal \$733.00. Note No. 36 in amount of \$1467.00 Due Feb. 26th, 1926 with privilege of  
extending at maturity to pay out at rate of \$33.33 including monthly interest.

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

And the first part V agree S to keep the buildings insured for \$ 2,000.00  
In case that the papers for foreclosure are filed, the first part V agree S to pay a reasonable  
attorney fee of \$ ten percent of unpaid balance her

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

IN WITNESS WHEREOF, The said part V of the first part ha S hereunto set his hand the day and year first above written.

WITNESSES:  
G. H. Loftis  
Ross W. Owens  
H. M. Lee

## 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  
H. M. Lee and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 Oct. 28th, 1923. (Seal) R. C. Jopling, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
Filed for record this the 21 day of March 1923, at 10:00 o'clock A.M.  
Book 424, Page 131  
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.