

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

225148 C.M.J. 15th day of March A. D., 1923, between
 THIS INDENTURE, Made this, Mattie V. Carder and M. A. Carder, her husband
 of Pawnee County, in the State of Oklahoma, of the first part, and
 Jesse Edwards of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Seven Hundred and Seventy Five Dollars DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V 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:

All of the East Forty feet of Lots Seven, Eight and
 Nine in Block Twenty Two of Irving Place Addition
 to the city of Tulsa Oklahoma, according to the
 recorded plat thereof.

(This Mortgage is made subject to a prior mortgage
 of \$2500.00)

TREASURER
 I hereby certify that the sum of \$ 75.00 was received in payment of the mortgage of the above described premises.
 Dated this 21st day of March 1923
 WAYNE L. LICKLY, County Treasurer
 Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto-belonging or in
 anyway appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said
 Mattie V. Carder and her husband
 grantor S ha ve executed and delivered One certain promissory note dated March 15th, 1923
 to said part V of the second part for \$ 775.00 Seven Hundred Seventy Five and no/100 Dollars due Jan'y
 1924, with interest at eight per cent from date until paid.

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 \$ 4000.00
 In case that papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 75.00
 Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part his heirs or as-
 signs, 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 V of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part V his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Mattie V. Carder

M. A. Carder

ACKNOWLEDGEMENT

STATE OF Okla COUNTY OF Pawnee ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day
 of March 19. 23 personally appeared

Mattie V. Carder and M. A. Carder, her husband 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 Feb. 10th, 1927. (Seal)

D. P. McClure

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 21 day of March 19 23, at 10:40 o'clock A. M.
 Book 424, Page 132 (Seal)

Brady Brown,

Deputy.

O. G. Weaver,

County Clerk.