

# COMPARED REAL ESTATE MORTGAGE RECORD No. 424

137

BLACK PRINTING CO. TULSA

225232 C.M.J.

12th

February

A. D., 1923

THIS INDENTURE, Made this day of between

Anna M. Atkins and T. W. Atkins, husband and wife

of Tulsa

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

Floyd J. Bays and Lida F. Bays, parties

of the second part.

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

Two Thousand Eight Hundred & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part. 1st 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:

All of Lot Six (6), in Block Five (5), in Ridgewood Addition to the city of Tulsa, according to the recorded plat thereof.

I hereby certify that I received \$56 and issued Receipt No. 8376 in payment of tax on the within mortgage.  
Dated this 21 day of March 1923  
WAYNE L. LECHE County Treasurer  
G. L. B. 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

Anna M. Atkins and T. W. Atkins

grantor s ha ve executed and delivered their certain promissory note dated Feb. 12, 1923.

to said part. 1st of the second part for \$ Two Thousand Eight Hundred Dollars (\$2,800.00)

due one year after date

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 \$ 9000.00

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

Now, if said part. 1st of the first part shall pay or cause to be paid to said part. 1st 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 part. 1st 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. 1st s 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:

Mrs. Anna M. Atkins  
T. W. Atkins

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

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

Anna M. Atkins and T. W. Atkins, 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 March 24-1924. (Seal)

A. E. Neis

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 21 day of March 1923, at 3:00 o'clock P. M.

Book 424, Page 137

Brady Brown

Deputy

(Seal)

O. G. Weaver,

County Clerk