

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

147

BLACK PRINTING CO., TULSA

226036 C.M.J. 20th March A.D. 1923 between
 THIS INDENTURE, Made this day of March
 R. E. Andrew and Mary H. Andrew, husband and wife,
 of Tulsa County, in the State of Oklahoma, of the first part, and
 Joe Vespa, of Tulsa, Oklahoma, of the second part.
 WITNESSETH, That the said parties of the first part in consideration of the sum of
 Ten Thousand and No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 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:

Lot Four (4) in Block One (1), Maywood Addition to
 the city of Tulsa, Oklahoma, according to the recorded
 plat thereof, including all buildings thereon, and
 appurtenances thereunto belonging,

Privilege to pay One Thousand (\$1,000.) Dollars, or
 any multiple thereof, after one year, from date of said
 Note, is hereby granted.

I hereby certify that I have received \$6.00 and paid
 Receipt No. 8561 for the payment of mortgage
 tax on the within ss. case.
 Dated this 20 day of March 1923
 WAYNE L. DECKY, County Treasurer
 A. J.

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

R. E. Andrew and Mary H. Andrew

grantors have executed and delivered their certain promissory note dated April first, 1923,
 to said party of the second part for \$10,000.00
 due April first, 1926,

with interest at the rate of 8 per centum per annum, payable semi-annually.

And the first parties agree to keep the buildings insured for \$10,000.00, for benefit of second party.

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$1200, which this mortgage also secures.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his 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 party 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 party his 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:

R. E. Andrew

Mary H. Andrew

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of March 1923, personally appeared

R. E. Andrew

Mary H. Andrew, husband and wife,

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.

Feb. 6, 1927. (Seal)

Al H. Westerman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 29 day of March

1923, at 1:00 o'clock P. M.

Book 424, Page 147

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.