

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

226202 C.M.J.

29th

March

A.D. 1923

THIS INDENTURE, Made this

day of

between

W. J. Sommars and Claudia Sommars, his wife,

of Tulsa

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

Hutchison Lumber Company

of the second part.

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

Five hundred sixty five and No/100

DOLLARS

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

Lot Eight (8) Block One (1) East Highlands Addition
to the city of Tulsa according to the recorded plat
thereof. and subject to a first mortgage of twenty-
five hundred dollars.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$7.12 issued
Receipt No. 8226202 in payment of mortgage
on the within mortgage.

Dated this 20th 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

W. J. Sommars and Claudia Sommars, his wife

grantorS ha ve executed and delivered a certain promissory note dated March 29, 1923

to said part V of the second part for \$ 565.00

due June 29, 1923

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

And the first part 1st agree to keep the buildings insured for \$3500.00

In case that papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part, its 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 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 consideration do hereby waive or not waive appraisal, at the option of said second part V of the second part, its 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:

W. J. Sommars

Claudia Sommars

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 30th day
of March, 1923, personally appeared

W. J. Sommars

and Claudia Sommars, 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.

My Commission expires October 11th, 1925. (Seal)

F. B. Jordan,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 30 day of March

1923 at 4:00 o'clock P.M.

Book 424, Page 150

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk