

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

151

BLACK PRINTING CO. TULSA

THIS INDENTURE, Made this 27th day of February, A. D., 1923, between Mable Brown

of Tulsa County, in the State of Oklahoma, of the first part, and R. J. Dixon of the second part.

WITNESSETH, That the said part V of the first part in consideration of the sum of Two hundred fifty 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:

North half of Lot Five (5) Block One (1) Rosedale Addition to the city of Tulsa, according to the recorded plat thereof.

Time of day 10:04 and issued
Tulsa 8292 in payment of mortgage
L.S. as the Tulsa Co. gave
Dated at 17 day of March 1923
WAYNE L. DICKEY, County Treasurer
ay 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 Mable Brown

grantor ha S executed and delivered her certain promissory note dated Feb. 27, 1923 to said part V of the second part for \$ 250.00 due March 27th, 1923.

with interest at the rate of ten per centum per annum, payable annually.

And the first part agrees to keep the building insured for \$ a reasonable in case that the papers for foreclosure are filed, the first part V agree to pay an attorney fee of \$ 10 and 10% of amount due.

Now, if said part V of the first part shall pay or cause to be paid to said part V 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 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 es hereby waive or not waive appraisal, at the option of said second part his heirs and assigns.

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

WITNESSES: Mabel Brown

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of February, 19 23, personally appeared Mable Brown and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her 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 12/1-1925 (Seal) E. N. Riley, Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 2 day of April, 19 23, at 1:10 o'clock P. M.
Book 424, Page 151 (Seal) O. G. Weaver, County Clerk.
Brady Brown, Deputy.