

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

226469 O.M.J.

THIS INDENTURE, Made this Second day of AprilA.D. 1923

between

A. C. Clay and Edna Clay his wifeof Tulsa

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

W. M. Reedy and H. C. Badger

of the second part.

WITNESSETH, That the said part ies of the first part in consideration of the sum ofThirty -- No/100

DOLLARS

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

Lot Number Twenty-four (Lot No. 24) in Block Number Six (B. No. 6) in Fairview Addition Tulsa Okla. according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

FILED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLA. FOR RECORD AND INDEXING  
1653 is payment of mortgage  
 dated 4 of April 1923  
 WAYNE L. DICKLEY, County Treasurer  
W.L.D.  
 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

A. C. Clay and Edna Clay

grantor s ha ve executed and delivered one certain promissory note dated Apr. 2nd, 1923

to said part ies of the second part for \$ 30.00

due May 2nd, 1923

with interest at the rate of ten per centum per annum, payable 30 days from date.

And the first part ies agree

to keep the buildings insured for \$ 25.00 a reasonable

In case that the papers for foreclosure are filed, the first part ies agree s to pay an attorney fee of \$ 25.00

Now, if said part ies of the first part shall pay or cause to be paid to said part ies 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 ies of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do es hereby waive or not waive appraisalment, at the option of said second part ies their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

A. C. Clay

Edna Clay

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of April 1923, personally appeared

A. C. Clay

Edna Clay

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.

March 31, 1924. (Seal)

Lewis J. Bicking,

My Commission expires

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of March 1923, at 10:40 clock A. M.

Book 424, Page 152

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk