

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

226504

C. M. J.

3rd

April

A. D., 1923, between

THIS INDENTURE, Made this

V. D. Jenkins and M. L. Jenkins, his wife

of Tulsa

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

Henry S. Condon

of the second part.

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

Eight hundred (\$800.00)

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:

Lot Eleven (11) in Block One (1) of Melrose Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$16 and in full Receipt No. 8639 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of April 1923

WAYNE L. DICKET, County Treasurer

62.51

Docket

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

V. D. Jenkins and M. L. Jenkins

grantor S have executed and delivered sixteen (16) certain promissory notes dated April 3rd, 1923

to said part V of the second part for \$50.00 each, the first note being due and payable May 3rd, 1923, and the balance being due and payable on the 3rd day of each month thereafter, until the total amount is paid,

with interest at the rate of eight per centum per annum, payable on each note as it falls due.

And the first part agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part agree to pay an attorney fee of \$ in addition to all other statutory fees

Now, if said part 1st 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 1st of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

V. D. Jenkins

M. L. Jenkins

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

C. D. Jenkins and M. L. Jenkins, his wife,

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 May 24, 1923. (Seal)

A. R. Marr,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of April 1923, at 2:20 o'clock P. M.

Book 424, Page 154

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.