

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

155

Black Printing Co. - Tulsa

226695 C.M.J.

THIS INDENTURE, Made this 4th day of April A. D., 1923, between

Edith Fredricka George and E. B. George, her husband

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

E. E. Dix

of the second part.

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

Two Thousand (\$2,000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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) Broadmoor Heights Addition to the city of Tulsa, Oklahoma, according to the official recorded plat thereof.

This mortgage is subject to a prior mortgage of \$12,000.00 in favor of the Southwestern Mortgage Company of Roff, Oklahoma, dated November 14, 1921; but the holder of this mortgage shall have the right at any time, at his election, to take up said prior mortgage and be subrogated to all the rights of the holder of said prior mortgage; and in that event the party of the second part, or his assigns may enforce said prior mortgage against the parties of the first part and the herein described property as fully and completely as though said prior mortgage had been made directly to the party of the second part.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$80 and issued Receipt No. 8712 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of April 1923

WAYNE L. DICKER, County Treasurer

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Edith Fredricka George and E. B. George

grantor, do hereby executed and delivered one certain promissory note dated Apr. 4, 1923

to said part 2nd of the second part for \$2,000.00

due on or before two years after date, bearing interest at the rate of eight per cent per annum, payable semi-annually, from date.

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

And the first part 1st agree to keep the buildings insured for \$15,000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 appraisalment, at the option of said second part 2nd, his heirs and assigns.

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

WITNESSES:

Edith Fredricka George

Edith F. George

E. B. George

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of April 1923, personally appeared

Edith Fredricka George

E. B. George, her husband,

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 Mar. 17, 1926. (Seal)

T. A. Trusty,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5 day of April 1923, at 10:40 clock A. M.

Book 424, Page 155

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.