

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

157

BLACK PRINTING CO. TULSA

226776 C.M.J.

26th

March

A.D., 1923

THIS INDENTURE, Made this

day of

between

Mrs. Oma Blair

of Tulsa

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

L. E. Smith, party

of the second part.

WITNESSETH, That the said part V of the first part in consideration of the sum of

One hundred and No - - -

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 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 Six (6) in Smythe's sub-division of Lot Nine (9) of the Clarence Lloyd subdivision in Section Thirty-five (35), Township Twenty (20) North, Range Thirteen (13) East, in Tulsa County, Oklahoma, according to the recorded plat thereof.

TRASBULES NO. 174
I hereby certify that I received \$174 and issued Receipt No. 8694 therefor in payment of mortgage tax on the within Mortgage.
Dated this 5 day of April 1923
WAYNE L. DICKY, County Treasurer
9.8.8

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

Mrs. Oma Blair

grantor ha S executed and delivered Twenty-five certain promissory note S dated March 26, 1923.

to said part 108 of the second part for \$ Seven Hundred Dollars (\$700.00) total consisting of three notes for Fifty Dollars each and Twenty-two for Twenty-five Dollars each due on the 16th of each month following date of this instrument.

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

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

In case that the papers for foreclosure are filed, the first part V agree S to pay an attorney fee of \$ - - -

Now, if said part V of the first part shall pay or cause to be paid to said part 108 of the second part - - - heirs or assigns, said sum of money in the above described note S 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 108 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 S hereby waive or not-waive appraisalment, at the option of said second part 108 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:

Mrs. Oma Blair party of the first part
John S. Blair
part --

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5 day

of April 1923, personally appeared

Mrs. Oma Blair and John S. Blair

and

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 Aug. 1, 1926. (Seal)

Mildred Goodson, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5 day of April 1923 at 3:20 o'clock P. M.

Book 424, Page 157

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.