

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

159

BLACK PRINTING CO. TULSA

226978 C.M.J.

7th April

A. D., 1923

THIS INDENTURE, Made this day of between

G. H. Blankenship and Mary K. Blankenship, his wife,

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

Perry F. Smith, a single man,

of the second part.

WITNESSETH, That the said part^{ies} of the first part in consideration of the sum of

One and No/100

DOLLARS

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

East half of the South half of the West half of the South one hundred and thirty-two feet of the North three hundred and ninety-six feet of the East six hundred and sixty feet of the Southeast quarter of the Southeast quarter of Section Five (5), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, according to the recorded plat thereof.

TEASURES BY LICKLEY

I hereby certify that the sum of \$10.00 and issued Receipt No. 8248 as a payment of mortgage tax on the within instrument.

Dated this 9th day of April 1923

WAYNE L. LICKLEY, County Treasurer

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

G. H. Blankenship and Mary K. Blankenship, his wife,

grantor^s have executed and delivered twenty-two (22) certain promissory note^s dated April 7, 1923,

to said part^y of the second part for \$ 25.00 each,

due as follows: First note falling due May 7th, 1923, and each succeeding note falling due on the 7th day of each and every month until the total sum of \$550.00, with interest has been paid in full;

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

And the first part^{ies} agree to keep the buildings insured for \$ None a reasonable

In case that the papers for foreclosure are filed, the first part^{ies} agree to pay an attorney fee of \$ 10.00

Now, if said part^{ies} of the first part shall pay or cause to be paid to said part^y of the second part, his heirs or as-

signs, 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^s 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^y 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 hereby waive or not waive appraisalment, at the option of said second part^y, his 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:

G. H. Blankenship

Mary K. Blankenship

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day

April

1923,

personally appeared

G. H. Blankenship and Mary K. Blankenship, his wife

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,

July 2nd, 1926. (Seal)

F. R. Herod,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 7th day of April

1923

at 1:40 o'clock P. M.

Book 424, Page

159 Brady Brown,

(Seal)

O. G. Weaver,

County Clerk