

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

227223 C.M.J.

3rd

January

A.D., 1923

THIS INDENTURE, Made this

day of

between

Frank S. Silsby and Minnie D. Silsby (husband and wife)

of Tulsa

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

Blackburn and Brooks

of the second part.

WITNESSETH, That the said part<sup>ies</sup> of the first part in consideration of the sum of

Three hundred (\$300.00) dollars and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part<sup>ies</sup> of the second part their  
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Eighteen (18) Block Twenty (20) Carbondale Oklahoma,  
 according to the recorded plat thereof.

This mortgage is given subject to a certain mortgage for eight  
 hundred Dollars no/100 and interest, given by said first parties  
 to United Savings & Loan Assn. and dated January 20th, 1923.

File No. 8817 and issued  
 Receipt No. 8817 for the payment of mortgage  
 tax on the within -

Dated this 12th 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 belonging or in  
 anywise appertaining, forever.

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

First parties

grantor<sup>s</sup> have executed and delivered one certain promissory note dated 1/3 1923

to said part<sup>ies</sup> of the second part for \$ 300.00 dollars due according to contract book hereto attached,  
 with reference to payments on above as per mutual agreement between the parties herein  
 interested, or who may become interested, hereafter.

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

And the first part<sup>ies</sup> agree to keep the buildings insured for \$ 300.00

In case that papers for foreclosure are filed, the first part<sup>ies</sup> agree to pay a reasonable attorney fee of \$ 25.00

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

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

WITNESSES:

Frank S. Silsby

Minnie D. Silsby

## ACKNOWLEDGEMENT

STATE OF COUNTY OF ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day  
 of January 1923 personally appeared

Frank S. Silsby and Minnie D. Silsby

and

to me known to be the identical person<sup>s</sup> 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. 7, 1925. (Seal)

Hazel Stephens

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 11 day of April 1923 at 1:30 o'clock P.M.

Book 424, Page 164

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk.