

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

171

BLACK PRINTING CO. TULSA

227666 C.M.J.

THIS INDENTURE, Made this 12th day of April A.D. 1923, between

Lizzie Gordon

of Tulsa

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

Errol L. Joyce

of the second part.

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

One Thousand Dollars (\$1000.00) and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do ss. 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:

Lots Twenty Five (25) and Twenty Six (26) Block Six (6) Frisco Addition to the city of Tulsa as shown by the recorded plat thereof.

RECEIVED FOR DEPOSIT
 Lizzie Gordon
 Receipt No. 8904
 Dated the 17th day of April, 1923
 WAYNE L. DICKSON, 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

Lizzie Gordon

grantor ha S executed and delivered one certain promissory note dated April 12, 1923

to said part V. of the second part for \$ One Thousand Dollars

due six months from date.

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

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 \$ 100.00 and ten percent

Now, if said part V. 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 V. of the first part for said consideration do ss. hereby waive of all water appraisement, at the option of said second part V. his 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:

Lizzie Gordon

Mrs. B. H. Sturtz

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of April 1923, personally appeared

Lizzie Gordon

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her 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 Dec. 30, 1925. (Seal)

Virginia M. Hagan,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 16 day of April 1923, at 1:00 o'clock P.M.

Book 424, Page

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.