

REAL ESTATE MORTGAGE RECORD No. 424 173

COMPARED

BLACK PRINTING CO., TULSA

227796 C.M.J.

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

T. J. Hassell and Margaret A. Hassell, his wife,

of Tulsa

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

W. C. Mathews

of the second part.

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

Five Hundred & No/100 (\$500.00)

DOLLARS

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

The South Fifty (50) feet of the East Half (1/2) of Lot Nineteen (19) in Bailey's Addition to the Town of Sperry, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10 and noted Receipt No. 8920 in payment of mortgage tax on the within mortgage.

Dated this 18 day of April, 1923

WAYNE L. DICKY, 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

T. J. Hassell and Margaret A. Hassell, his wife,

grantor, do hereby executed and delivered one certain promissory note dated March 12th, 1923

to said party of the second part for \$ 500.00

due March 12th, 1924.

with interest at the rate of ten (10%) per centum per annum, payable from date until paid.

And the first party agrees to keep the buildings insured for \$ 500.00 or more.

In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$ 25.00 as specified in the above described note

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

T. J. Hassell

Margaret A. Hassell

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 March 1923, personally appeared

T. J. Hassell

Margaret A. Hassell, his wife

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 Aug. 12th, 1926 (Seal)

Joe Harbarger

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 17 day of April 1923 at 11:00 clock A.M.

Book 424, Page 173

(Seal)

O. G. Weaver,

Brady Brown,

Deputy,

County Clerk.