

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

227826 C.M.J.

THIS INDENTURE, Made this 11th day of April A. D. 1923 between

P. L. Porch and wife Ella B. Porch

of Tulsa

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

W. M. Fleetwood

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

One thousand fifty and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Lot Nine (9) in Block Five (5) of City View Hill Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20.00 and that Receipt No. 8914 was paid in payment of mortgage tax on the within mortgage.

Dated this 18 day of April 1923

WAYNE L. DICKEY, County Treasurer

#1.

Copy of note.

\$1050.00

Tulsa, Oklahoma, April 11, 1923

On or before one month after date we promise to pay to the order of W. M. Fleetwood One thousand fifty and no/100 Dollars and on the 11th day of each and every month thereafter the further sum of Twenty & No/100 dollars until the full sum of One thousand fifty and no/100 Dollars is paid with interest at the rate of 7 per cent per annum payable annually. This note is given to secure payment on Lot 9, Block 5 City View Hill Addition to Tulsa, Okla.

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

P. L. Porch and wife Ella B. Porch

grantor S ha ve executed and delivered one certain promissory note dated April 11, 1923

to said part 2nd of the second part for \$ (1050.00) One thousand fifty and no/100 Dollars

(Copy of note) See above #1.

with interest at the rate of 7 per centum per annum, payable annually

And the first part 1st agree to keep the buildings insured for \$ 1050.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10%.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 1st heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

P. L. Porch

Ella B. Porch

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of April, 1923, personally appeared

P. L. Porch and Ella B. Porch, his wife

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 March 22, 1925. (Seal)

Mabelle DeShetler,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 17 day of April 1923, at 1:20 o'clock P. M.

Book 424, Page Brady Brown,

(Seal)

O. G. Weaver,

Deputy:

County Clerk