

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

175

BLACK PRINTING CO. TULSA

227894 C.M.J.

12th

April

A. D. 1923

THIS INDENTURE, Made this day of between

Laura B. Wells and Edward N. Wells, her husband

Tulsa

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

Ellen Javine

of the second part.

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

Five Thousand (\$5000.00) 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 her

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The West Half (W¹/₂) of the Northwest Quarter (NW¹/₄) of the Southwest Quarter (SW¹/₄) and the Northwest Quarter (NW¹/₄) of the Southwest Quarter (SW¹/₄) of the Southwest Quarter (SW¹/₄) of Section Thirty-Two (32), Township Twenty (20) North, Range Fourteen (14) East of the Indian Meridian.

I hereby certify that the above and issued Receipt No. 8986 is in payment of mortgage tax on the within note.
Dated this 19th day of April 1923
WAYNE L. DICKER, County Treasurer
a-g
Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

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

Laura B. Wells, and Edward N. Wells

grantor S have executed and delivered 72 certain promissory note S dated April 12, 1923

to said part Y of the second part for \$ 5000.00

due Seventy (\$70.00) Dollars on the 12th day of each month hereafter untill all is paid.

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

And the first part Y agree to keep the buildings insured for \$ 150.00 a reasonable

In case that the papers for foreclosure are filed, the first part Y agree S to pay an attorney fee of \$ 150.00

Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part her heirs or assigns, 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 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 Y of the first part for said consideration do S hereby waive or not waive appraisalment, at the option of said second part Y heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereto set her hand the day and year first above written.

WITNESSES:

Laura B. Wells

Edward N. Wells

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

April

1923

personally appeared

Laura B. Wells and Edward N. Wells, her husband

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.

My Commission expires July 3, 1923 (Seal)

Bert Roberts,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 18 day of April 1923 at 9:30 o'clock A. M.

Book 424, Page 175

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.