

REAL ESTATE MORTGAGE RECORD No. 424

177

BLACK PRINTING CO. TULSA

228044 C.M.J.

THIS INDENTURE, Made this 6th day of April A.D. 1923, between

L. B. Hohl and Florence F. Hohl, (husband and wife)

of Tulsa County, in the State of Oklahoma, of the first part, and
Sand Springs State Bank of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of
\$1800.00 Eighteen Hundred and No/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The east (50) fifty feet by (140) one hundred forty feet, and the west (50) fifty feet by (140) one hundred forty feet, of Lot (18) eighteen Block (7) seven Twin Cities Sub-Division, County of Tulsa, according to the recorded platt thereof.

TREASURER'S RECEIPT

I hereby certify that \$36 and issued Receipt No. 8987 for the payment of mortgage tax on the within note.

Dated this 26 day of April 1923

WAYNE L. DICKER County Treasurer

a. J. 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

L. B. Hohl and Florence F. Hohl

grantor have executed and delivered One certain promissory note dated April 6th, 1923,

to said part 1st of the second part for \$1800.00

due one year from date with interest at 8% per annum payable semi-annually,

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

And the first part 1st agree to keep the buildings insured for \$2400.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$200.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, its 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 1st 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 of the second part its 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:

L. B. Hohl

Florence F. Hohl

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of April, 1923, personally appeared L. B. Hohl

Florence F. Hohl

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 July 1, 1926. (Seal) E. F. Dixon, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 19 day of April 1923, at 10:00 clock A.M.
Book 424, Page 177 (Seal) O. G. Weaver, County Clerk

Brady Brown, Deputy.