

BLACK PRINTING CO. TULSA

228121 C.M.J.

9th

April

A.D. 1923

THIS INDENTURE, Made this

day of

between

Bertha M. Shanks and Mack R. Shanks, her husband,

of Tulsa

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

Flora Levy

of the second part.

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

Three Thousand (\$3,000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Twelve (12) in Block Six (6) of Midway Addition
to the city of Tulsa, Oklahoma, according to the
recorded plat thereof.

Liberty Co. Inc. and issued
Receipt No. 8924 for the payment of mortgage
tax on the within E. & M. Co.
Dated this 19 day of April, 1923
WAYNE L. DICKEY, 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

Bertha M. Shanks and Mack R. Shanks

grantor, s have executed and delivered one certain promissory note dated Apr. 9, 1923

to said part 2nd of the second part for \$ 3,000.00

due three years after date at Central National Bank, Tulsa, Oklahoma,

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

And the first part 1st agree to keep the buildings insured for \$ 3,000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 25.00 and 10% of the amount remaining unpaid.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, their 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 also said part 1st of the first part for said consideration hereby waive and release their claims and demands at the option of said second part their heirs and assigns.

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

WITNESSES:

Bertha M. Shanks

Mack R. Shanks

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of April, 1923, personally appeared

Bertha M. Shanks and Mack R. Shanks

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 11-29-26. (Seal)

Faye Henry,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 19 day of April, 1923 at 3:20 o'clock P. M.

Book 424, Page 178

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk