

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

228384 C.M.J. 20th day of April A.D. 1923, between

A. W. Payne and Ida L. Payne, his wife

of Tulsa County, in the State of Oklahoma, of the first part, and  
John K. De Graffenreid of the second part.

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

Sixteen Hundred Fifty and No/100

DOLLARS

exclusive of interest the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 three (3) in Block Two (2) of Ozark Heights Addition  
to the city of Tulsa, according to the recorded plat thereof,

Permission is hereby granted first parties to pay off said  
mortgage at the maturity of any note.

## TULSA COUNTY RECORDS

I hereby certify that I received \$160 and issued  
Receipt No. 9059 for payment of mortgage  
tax on the within instrument.

Dated this 24 day of Apr. 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

A. W. Payne and Ida L. Payne, his wife

grantor, S ha ve executed and delivered, 69 certain promissory note, S dated May 1, 1923

to said part Y of the second part for as follows: sixty-eight (68) notes of Thirty Dollars each, the  
first of which matures June 1, 1923 and each month thereafter for sixty-seven consecutive  
months, and also one note for Twenty-two and 34/100 Dollars dated May 1, 1923 and due  
sixty-nine months from date. All of the above notes bear interest after maturity at the  
rate of 8%

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

And the first part 1es agree to keep the buildings insured for \$ 1650.00

In case that the papers for foreclosure are filed, the first part 1es agree to pay a reasonable attorney fee of \$ 190.00

Now, if said part 1es of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or as-  
signs, 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 1es of the first part for said con-  
sideration do hereby waive, or not waive, appraisal, at the option of said second part Y, his heirs and assigns.

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

WITNESSES:

Ida L. Payne

A. W. Payne

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day

of April 19 23, personally appeared

A. W. Payne

Ida L. Payne, 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 May 18th, 1925. (Seal)

Earle G. Eastings,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 23 day of April 1923 at 1:00 o'clock P. M.

Book 424, Page 186 Brady Brown, (Seal)

O. G. Weaver,

Deputy,

County Clerk.