

# REAL ESTATE MORTGAGE RECORD No. 424

19

BLACK PRINTING CO. TULSA  
217898 C.M.J. COMPARED  
THIS INDENTURE, Made this 14th day of December A.D. 1922, between  
J. L. Jacobs and Olive Jacobs (husband and wife)  
of Tulsa County, in the State of Oklahoma, of the first part, and  
James J. Jennison, of the second part.  
WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Thirty Three Hundred (\$3300.00) DOLLARS  
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs and  
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot Twenty eight (28)  
Block Two (2) in the Oaklawn Addition to the city  
of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$3300.00 and issued  
Receipt No. 7184 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 8 day of Jan. 1923  
WAYNE L. DICKEY, 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

J. L. Jacobs and Olive Jacobs, (Husband and wife)

grantor, have executed and delivered their certain promissory note, dated Dec. 15th 1922.

to said part 2nd of the second part for \$ 3300.00 in installments of \$60.00 per month; said installments

to be paid on or before the 15th day of each and every month hereafter, beginning the  
15th day of January 1923, Deferred payments to bear interest at the rate of eight per  
cent per annum from December 15th, 1922 until paid; interest payable monthly and to be  
included in said monthly installments of \$60.00

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

And the first part 1st agree to keep the buildings insured for \$ 1000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 10% of the face of this mortgage

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 as-  
signs, 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 con-  
sideration do hereby waive or not waive appraisalment, at the option of said second part, his 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:

Chas. K. Warren

J. L. Jacobs

Olive Jacobs

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day  
of December 1922, personally appeared

J. L. Jacobs

Oliver Jacobs, (husband and wife)

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 Jan. 23, 1926. (Seal)

Ona Cook,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Jan. 1923 at 8:45 o'clock A.M.

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Brady Brown

Deputy.

(Seal)

O. G. Weaver

County Clerk.