

BLAKE PRINTING CO. TULSA

228784 C.M.J.

THIS INDENTURE, Made this 24th day of April A.D. 1923, between

F. H. Peek and Pearl Peek, his wife

of Jenks, Tulsa

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

The First State Bank, Jenks, Oklahoma, party

of the second part.

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

Six hundred fifty and no/100

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:

All of Lots Four (4), Five (5) and Six (6) in Block Ten (10), Town of Jenks, Tulsa County, Oklahoma, according to the recorded plat thereof on file in the office of the Register of Deeds, Tulsa, Oklahoma.

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, TULSA, OKLAHOMA, THIS 28th DAY OF APRIL, 1923, AT 11:00 A.M. BY THE CLERK OF SAID OFFICE, O. G. WEAVER, DEPUTY. Dated this 28th day of April, 1923. WAYNE L. DICKER, County Treasurer. J. G. 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

F. H. Peek and Pearl Peek

grantor 1st have executed and delivered two certain promissory note 2nd dated 4-24-1923

to said part 2nd of the second part for \$300.00 and \$350.00 each, bearing ten per cent interest after maturity, the \$300.00 note maturing May 15th, 1923 and the \$350.00 note maturing October 15th, 1923.

with interest at the rate of 10 per centum per annum, payable after maturity.

And the first part 1st agree to keep the buildings insured for \$500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$65.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its heirs or assigns, said sum of money in the above described note 2nd 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 consideration do hereby waive or not waive appraisalment, at the option of said second part 2nd its 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:

F. H. Peek

Pearl Peek

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day of April 1923, personally appeared

F. H. Peek

Pearl Peek, his wife,

to me known to be the identical person 1st 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 September 2nd, 1925. (Seal) Minnie Hugo, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 27 day of April 1923, at 11:00 o'clock A. M. Book 424, Page 193. Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.