

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

228785 C.M.J.  
THIS INDENTURE, Made this 26th day of April-1923 A.D., 19 between  
H. Denny and Lee Denny, his wife,  
of Jenks, Tulsa County, in the State of Oklahoma, of the first part, and  
The First State Bank, Jenks, Okla. of the second part.  
WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
One hundred twenty five 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 their and  
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lots One, Two and Three in Block 45 town of  
Jenks, Tulsa County, Okla. according to the recorded  
plat thereof,

9161 103  
TAX OF 28 APR 1923  
COUNTY TREASURER  
d.f. 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  
H. Denny and Lee Denny, his wife,  
grantor, have executed and delivered one certain promissory note dated 4-26-1923  
to said part 2nd of the second part for \$125.00, bearing ten per cent interest after maturity  
due 90 days after date.

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 a reasonable  
In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$12.50  
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 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 2nd its heirs and assigns.

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

WITNESSES:

H. Denny

Lee Denny

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day  
of April, 1923, personally appeared  
H. Denny  
Lee Denny, his 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 Sept. 2, 1925. (Seal)

Minnie Hugo,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 27 day of April 1923 at 11:00 o'clock A.M.  
Book 424, Page 194

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.