

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED 195

BLACK PRINTING CO. TULSA

228932 C.M.J.

THIS INDENTURE, Made this 27th day of April A.D., 1923, between

J. M. Mercer and Anna E. Mercer, his wife

of Tulsa

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

L. H. Agard

of the second part,

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

Fourteen Hundred Forty 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, her heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Ten (10) in Block One (1) in Melrose Second Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TRANSFERRED AND
I hereby certify that I have received \$84 and issued
Receipt No. 9171 for the payment of mortgage
tax on the within mortgage.
Dated this 28 day of April, 1923
WAYNE L. DICKY, County Treasurer
G. Garrett, 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. M. Mercer and Anna E. Mercer, his wife,

grantor, do hereby executed and delivered 36 certain promissory note, dated May 1, 1923

to said part 2nd of the second part for \$40.00 each. The first note being due and payable one month

after date and one due and payable each and every month thereafter until all have been paid in full together with interest at the rate of 8% per annum, payable monthly on unpaid balance. Second party covenants and agrees that the above notes and mortgage may be paid and fully discharged and all interest cease at any interest or principal in-
statement paying period.

All notes signed by Anna E. Mercer and J. M. Mercer.

And the first part 1st agree to keep the buildings insured for \$3000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$10.00 10% of 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, her 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 for 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, her 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:

J. M. Mercer

Anna E. Mercer

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of April, 1923, personally appeared

J. M. Mercer and Anna E. Mercer, his wife

and

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 Feb. 4th, 1925. (Seal)

Lewis G. Melone

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 28 day of April, 1923 at 1:00 o'clock P.M.

Book 424, Page 195 Brady Brown,

(Seal)

O. G. Weaver,

Deputy.

County Clerk.