

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

228947 C.M.J. 28th day of April A.D. 1923, between

Elmer E. Miller and Martha Miller his wife

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

Fern I. Farley and Iven M. Farley her husband

of the second part.

WITNESSETH, That the said part 108 of the first part in consideration of the sum of

Five hundred fifty & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot (15) Fifteen in Block (1) One of Acre Gardens Addition to the city of Tulsa, Oklahoma according to the duly recorded plat thereof.

TAXPAYER'S ACKNOWLEDGMENT
I hereby certify that I received \$10.00
Receipt No. 9192 for the payment of mortgage
tax on the within described property.
Dated this 1st day of May 1923
WAYNE L. DICKY, 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

Elmer E. Miller and Martha Miller, his wife

grantor, s ha ve executed and delivered Nineteen certain promissory note, s dated April 28th, 1923

to said part 108 of the second part for \$ Eighteen notes Thirty Dollars each and one for Ten Dollars.
One note to be paid each month or with privilege of paying any or all notes prior to maturity.

Interest to be paid on each note as note is paid.

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

And the first part 108 agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part 108 agree to pay an attorney fee of \$ 25.00

Now, if said part 108 of the first part shall pay or cause to be paid to said part V of the second part, his 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 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 108 of the second part shall be entitled to the possession of said premises. And the said part 108 of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 108 their heirs and assigns.

IN WITNESS WHEREOF, The said part 108 of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Elmer E. Miller

Martha Miller

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of April 1923, personally appeared

Elmer E. Miller and Martha Miller, his wife,

and

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 October 9th, 1926. (Seal) Elizabeth Hall, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 30 day of April 1923, at 8:00 o'clock A. M.

Book 424, Page 196 Brady Brown, (Seal) O. G. Weaver, County Clerk.