

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

197

BLACK PRINTING CO. TULSA

229010 C.M.J.

THIS INDENTURE, Made this 30th day of April

A. D., 1923, between

A. B. Hitchcock, a single man,

Tulsa

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

Mrs. J. H. Johnston

of the second part,

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

Six hundred fifty and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part Y 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 Four (4) in Block Three (3) in Wakefield Addition to the city of Tulsa, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$12 and issued Receipt No. 9193 for the payment of mortgage tax on the within mortgage

Dated this 1st day of May 1923

WAYNE L. LARNEY, County Treasurer

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

A. B. Hitchcock

grantor has executed and delivered his certain promissory note dated April 30, 1923

to said part Y of the second part for \$ 650.00

due on or before six months from said date.

with interest at the rate of eight per centum per annum, payable S.A. annually.

And the first part agrees to keep the buildings insured for \$

a reasonable sum to pay an attorney fee of \$ 10.00 and ten per cent

In case that the papers for foreclosure are filed, the first part Y agrees to pay a reasonable sum to pay an attorney fee of \$ 10.00 and ten per cent Now, if said part Y of the first part shall pay or cause to be paid to said part Y 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 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 Y of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y her heirs and assigns.

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

WITNESSES:

A. B. Hitchcock

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 30th day of April, 1923, personally appeared

A. B. Hitchcock, a single man

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 January 2, 1927. (Seal)

Arden E. Ross,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 30 day of April

1923 at 3:10 o'clock P. M.

Book 424, Page 197

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.