

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA.

229269 C.M.J. 27th day of April A.D. 1923, between  
 THIS INDENTURE, Made this Hugh Gary and Anna Belle Gary, his wife

of Tulsa County, in the State of Oklahoma, of the first part, and  
 C. R. Busch of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
 Eighteen Hundred Sixty Four and 28/100 (\$1864.28) 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:

lot Thirteen (13), Block Four (4), East Highland Addition  
 to the city of Tulsa, Tulsa County, Oklahoma, according  
 to the recorded plat thereof.

This mortgage is subject to a certain mortgage in favor of  
 the Home Building and Loan Association, of Tulsa, Oklahoma,  
 given for the principal sum of Twenty Five Hundred Dollars  
 (\$2500.00), dated June 3rd, 1921, and covering the property  
 above described, and which the parties of the first part  
 have assumed and agreed to pay.

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 A. J.

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  
 Hugh Gary and Anna Belle Gary, his wife

grantor 1st of the first part executed and delivered one certain promissory note dated Apr. 27, 1923  
 to said part 2nd of the second part for \$ 1864.28

due April 27th, 1924.

with interest at the rate of 8 per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$ 180.00 a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 180.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his 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 of not waive appraisalment, at the option of said second part 2nd, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

Hugh Gary

Anna Belle Gary

## 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

Hugh Gary and Anna Belle Gary, 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 October 21st, 1926. (Seal) Mrs. M. W. Nickel, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 2 day of May 1923 at 3:10 o'clock P. M.

Book 424, Page 198 (Seal) O. G. Weaver, County Clerk.

Brady Brown,

Deputy.