

BLACK PRINTING CO. TULSA

229353 C.M.J.

THIS INDENTURE, Made this 26th day of April A.D. 1923 between

C. G. McWaters and Ina McWaters (husband and wife)

Tulsa

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

Bank of Red Fork (a corporation)

of the second part.

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

Two Hundred Ninety 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 its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Twenty in Block One in Park Addition to the Town of Red Fork, Okla. according to the recorded plat thereof.

I hereby certify that the foregoing is a true and correct copy of the original as filed in my office this 3rd day of May 1923
A. G.

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

C. C. McWaters and Ina McWaters

grantor S ha ve executed and delivered one certain promissory note dated

to said part 2nd of the second part for \$ 290.00

with interest at the rate of 10 per centum per annum, payable semi-annually.

And the first part do agree to pay the building insured for \$

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 50.00

Now, if said part 1st

of the first part shall pay or cause to be paid to said part 2nd of the second part, its

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 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 its 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:

C. C. McWaters

Ina McWaters

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

of April 1923 personally appeared

C. C. McWaters and Ina McWaters

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 June 10, 1925 (Seal)

W. H. Walker,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of May

1923 at 10:30 o'clock A. M.

Book 424, Page 201

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk