

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

229369 C.M.J.

1st

May

A.D. 1923

THIS INDENTURE, Made this

day of

between

Harold G. Cooke and Erie Cooke, his wife,

of Oklahoma

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

Hutchinson Lumber Company of Tulsa, Okla.

of the second part,

WITNESSETH, That the said part <sup>1st</sup> of the first part in consideration of the sum of

Two thousand eight hundred and forty and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part <sup>1st</sup> of the second part <sup>its</sup> heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Twelve (12) in Block Four (4) Subdivision  
of a part of Block Five (5) of Terrace Drive  
Addition to the city of Tulsa, State of Oklahoma  
according to the recorded plat thereof.

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O.S.B.

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

Harold G. Cooke and Erie Cooke, his wife,

grantor <sup>1st</sup> ha <sup>ve</sup> executed and delivered one certain promissory note dated May 1st, 1923

to said part <sup>1st</sup> of the second part for \$ Two thousand eight hundred and forty & No/100 Dollars

due in ninety days from date,

with interest at the rate of 8% per centum per annum, payable semi-annually, or at maturity.

And the first part <sup>1st</sup> agree to keep the buildings insured for \$ 16,000.00

In case that ~~the~~ papers for foreclosure are filed, the first part <sup>1st</sup> agree to pay <sup>a reasonable</sup> attorney fee of \$ 284.00

Now, if said part <sup>1st</sup> of the first part shall pay or cause to be paid to said part <sup>1st</sup> of the second part, <sup>its</sup> 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 <sup>1st</sup> of the second part shall be entitled to the possession of said premises. And the said part <sup>1st</sup> of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second part <sup>its</sup> heirs and assigns.

IN WITNESS WHEREOF, The said part <sup>1st</sup> of the first part ha <sup>ve</sup> hereunto set their hand the day and year first above written.

WITNESSES:

Harold G. Cooke

Erie Cooke

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Oklahoma ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of May, 19 23, personally appeared

Harold G. Cooke

Erie Cook, husband and wife

to me known to be the identical person <sup>s</sup> 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 Sept. 26, 1925. (Seal)

Nora Kramer,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of May

7 19 23

at 1:30 o'clock

P. M.

Book 424, Page

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.