

BLACK PRINTING CO. TULSA  
229712 C.M.J.

THIS INDENTURE, Made this 1 day of May A. D., 1923, between Edwin P. Kirchhoper and Jane B. Kirchhoper his wife

of Tulsa County, in the State of Oklahoma, of the first part, and R. M. Darnell of the second part.

WITNESSETH, That the said part of the first part in consideration of the sum of Twenty six hundred, sixty eight (\$2668.82) and 82/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 Twenty-one (21) in Block One (1) in Maple Park Addition to the city of Tulsa, Okla. as shown by the recorded plat thereof.

This mortgage subject however to a prior mortgage of \$4000. given by the first parties to the Tulsa Building & Loan Assn. and now of record.

#1.

STATE OF OKLAHOMA, County of Tulsa ss.

BE IT REMEMBERED, That on this 1 day of May in the year of our Lord one thousand nine hundred and 23, before me, a Notary Public, in and for said County and State, personally appeared Edwin P. Kirchhoper his wife, known to be the identical persons 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

(Seal)

W. T. Bennett, Notary Public.

My commission expires July 21, 1925.

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

Edwin P. Kirchhoper and Jane B. Kirchhoper

grantor S have executed and delivered One certain promissory note dated May 1, 1923

to said part Y of the second part for \$ 2668.82

due One year from date

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

And the first part ies agree to keep the buildings insured for \$ 4000.00

In case that the papers for foreclosure are filed, the first part Y agree to pay a reasonable attorney fee of \$ 275.00

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

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

WITNESSES:

Edwin P. Kirchhoper

Jane B. Kirchhoper

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1 day of May, 1923, personally appeared Edwin P. Kirchhoper and Jane B. Kirchhoper

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 5.41 and issued Receipt No. 4362 therefor in payment of mortgage tax on the within mortgage.  
Dated this 6 day of May, 1923 and  
WAYNE L. DICKEY, County Treasurer.

to me known to be the identical person 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 July 21, 1925 Notary Public

STATE OF OKLAHOMA, Tulsa County ss.

Filed for record this 7 day of May, 1923, at 10:00 o'clock A. M.

Book 424, Page 205 (Seal) O. C. Weaver, Deputy.  
Brady Brown, County Clerk.