

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

230331 C.M.J.

THIS INDENTURE, Made this 4th day of May A. D., 1923, between

R. F. Morris and Willie D. Morris, his wife,

of Tulsa

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

Nola Childers Tracy and Forest R. Tracy, her husband

of the second part.

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

Two Thousand &amp; No/100

DOLLARS

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

Lot Number Two (2) in Block Number Fourteen (14)  
Childers Heights Addition to the city of Tulsa,  
Oklahoma, as shown by the recorded plat thereof.

## TREASURER'S RECEIPT

I hereby certify that I received \$800.00 and issued  
Receipt No. 9449 thereon in payment of mortgage  
tax on the said premises.

Dated this 12th day of May, 1923

WAYNE L. LARLEY, 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

R. F. Morris and Willie D. Morris, his wife,

grantor, shall have executed and delivered four certain promissory note, dated May 4, 1923

to said parties of the second part for \$2000.00, i.e., one note for \$500.00 due November 4, 1923, one note for \$500.00 due May 4th, 1924, one note for \$500.00 due November 4th, 1924, one note for \$500.00 due May 4th, 1925, all on or before.

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

And the first parties agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first parties agree to pay an attorney fee of \$10.00 & 10% of any unpaid balance their

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

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

WITNESSES:

R. F. Morris

Willie D. Morris

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of May 1923, personally appeared

R. F. Morris and Willie D. Morris, his wife

and

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 Sept. 14, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 12 day of May 1923 at 10:30 clock A. M.

Book 424, Page 210

Brady Brown

Deputy,

(Seal)

O. G. Weaver,

County Clerk