

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

230504 C.M.J.

11th

May

A.D., 1923

THIS INDENTURE, Made this

day of

between

George A. Kelley and Elnora B. Kelley, his wife.

of Tulsa

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

Frank H. Woodbury

of the second part.

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

Three thousand (\$3,000.00)

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:

All of lots 41-42, Block two, Rosemont Heights Addition to the city of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued Receipt No. 9511 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of May 1923

WAYNE L. DICKEY, County Treasurer

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

grantor S ha ve executed and delivered certain promissory note dated May 11, 1923

to said part Y of the second part for \$ 3,000.00

due One year from date

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

And the first part 1st agrees to keep the buildings insured for \$ 3,250.00

In case that the papers for foreclosure are filed, the first part 1st agrees to pay an attorney fee of \$ 10% of amount unpaid.

Now, if said part 1st 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 1st 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 appraisal, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

Geo. A. Kelley

Elnora B. Kelley

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of May 1923 personally appeared

Geo. A. Kelley

Elnora B. Kelley

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 Oct. 5, 1924. (Seal)

Dora P. Moroney,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 15 day of May

1923 at 8:00 o'clock A.M.

Book 424, Page 212

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk.