

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424 215

BLACK PRINTING CO. TULSA

230638 C.M.J.

THIS INDENTURE, Made this 1st day of May, A.D., 1923, between

J. J. Harmon of Muskogee, Oklahoma and Sam Ward of Tulsa,

Tulsa

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

W. M. Fleetwood

of the second part.

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

Seven Thousand Three Hundred Thirty three & 33/100 (\$7333.33)

DOLLARS

the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V 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:

An un-divided two-thirds (2/3) interest in all of Block Three (3) of Fleetwood Industrial Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof,

I hereby certify that on 2.9.23 and issued Receipt No. 9239 the sum in payment of mortgage tax on the within mortgage.

Dated this 17th day of May 1923

WAYNE L. DUNN, County Treasurer

W. M. Fleetwood

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

J. J. Harmon and Sam Ward

grantor S ha ve executed and delivered Four certain promissory note S dated 5-1st, 1923

to said part V of the second part for \$ (1833.33) Eighteen Hundred Thirty three and 33/100 dollars

each, due on or before six (6), Twelve (12), Eighteen (18) and Twenty-four (24) months respectively from date, payable at the Exchange National Bank of Tulsa, Oklahoma

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

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

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part V 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 V 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 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:

Sam Ward

J. J. Harmon

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 14th

of May, 1923, personally appeared

J. J. Harmon and Sam Ward

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 March 22, 1925. (Seal)

Mabelle DeShetler

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 16 day of May

1923, at 9:00 o'clock A. M.

Book 424, Page 215

Brady Brown, Deputy (Seal)

O. G. Weaver

County Clerk