

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 217

BLACK PRINTING CO. TULSA

230666 C.M.J.

THIS INDENTURE, Made this 16th day of May, A.D., 1923, between

Al Sanders and Mrs. Viola Sanders, his wife,

of Tulsa County, in the State of Oklahoma, of the first part, and
Ruth Eneff of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Seven-hundred (\$700.00) and No/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The South Ninety (90) feet of Tract Number Eleven (11) and the North Ten (10) feet of tract Number Twelve (12), all in Lot Number Seven (7) of Billington Acre Tracts, according to the recorded plat thereof.

I hereby certify that I received \$ 14
Receipt No. 9802 therefor in payment of mortgage
tax on the within mortgage
Dated this 31 day of May 1923
WAYNE L. DICKEY, County Treasurer
B.C. Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever,

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said
Al Sanders and Mrs. Viola Sanders

grantor S ha ve executed and delivered One certain promissory note dated May 16, 1923.
to said party of the second part for \$ Seven-hundred dollars (\$700.00)
due May 16th, 1924.

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

And the first part 1st agree to keep the buildings insured for \$ - - - - -

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 10.00 and ten per cent of the amount remaining unpaid, her 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 2nd 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 her 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:

Al Sanders

Mrs. Viola Sanders

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of May, 1923, personally appeared

Al Sanders

Mrs. Viola Sanders, his wife.

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 April 13, 1924. (Seal) Beatrice Hoff, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 16 day of May, 1923 at 12:00 o'clock -- M.
Book 424, Page 217

Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk