

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

230777

C.M.J.

26th

December

22

THIS INDENTURE, Made this

day of

A. D., 19

between

Edith Mahon and W. R. Mahon

of Tulsa

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

J. W. Whitney

of the second part.

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

One Hundred Fifty

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

East Twenty Five (25) feet of Lot Two (2) in Block three  
(3) of Highland Addition to the city of Tulsa, State of  
Oklahoma according to the recorded plat thereof.

I hereby certify that a receipt of \$108  
Receipt No. 9534 thereon in payment of mortgage  
tax on the within mortgage.

Dated this 16 day of May 1923

WAYNE L. DICKEY, 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

Edith Mahon and

grantor 8 ha 2nd executed and delivered One certain promissory note dated Dec. 26th, 1922.

to said part 2nd of the second part for \$ 150.00

due December 26, 1923.

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

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

In case that the papers for foreclosure are filed, the first part 2nd agree to pay an attorney fee of \$ 50.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 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 appraisal, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

Edith Mahon

W. R. Mahon

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th  
day of December, 1922, personally appeared

Edith Mahon

W. R. Mahon

to me known to be the identical person 8 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.

2-15-26. (Seal)

Elsie Fern Purdy

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 17 day of May 1923, at 10:20 o'clock A. M.  
Book 424, Page 218

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk