

REAL ESTATE MORTGAGE RECORD No. 424

BLAKE PRINTING CO., TULSA

COMPARED

THIS INDENTURE, Made this 218004 G.M.J. 2nd day of January A.D. 19 23 between Agnes S. Arnold and her husband Mason Arnold of Tulsa County, in the State of Oklahoma, of the first part, and R. C. Holloway, Trustee of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of Six Hundred Fifty and no/100 DOLLARS the receipt whereof is hereby acknowledged, do by 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:

Lot Six (6) in Block One (1) of Fifteenth Street Addition to the city of Tulsa according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 650.00 and issued Receipt No. 117 therefor in payment of mortgage tax on the within mortgage.
Dated this 2 day of Jan 1923
WAYNE L. DIEKEY, County Treasurer
W.L.D. 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 Agnes S. Arnold and her husband Mason Arnold grantor S ha ve executed and delivered one certain promissory note dated Jan. 2, 1923 to said part V of the second part for \$ (650.00) Six hundred fifty and no/100 dollars (\$15.00) Fifteen Dollars per month on or before the 20th day of each month until paid.

with interest at the rate of 7 per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$ 10.00 and 10% 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:

Agnes S. Arnold

Mason Arnold

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of January 19 23, personally appeared Agnes S. Arnold and Mason Arnold 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 Jan. 12, 1926. (Seal) C. O. McGilvray, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 2 day of Jan. 19 23, at 4:00 o'clock P. M.Book 424, Page 22 Brady Brown Deputy, (Seal) O. G. Weaver, County Clerk