

COMPARE

REAL ESTATE MORTGAGE RECORD No. 424

Black Printing Co. Tulsa

COMPARE

230941 C.M.J. 27th April A.D. 1923, between
 THIS INDENTURE, Made this day of April, 1923, between
 P. V. Searcy and Mattie Searcy (husband and wife) and E. D. Hughes (a single
 man)
 of Tulsa County, in the State of Oklahoma, of the first part, and
 A. F. Root and Aura Root of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Six hundred and no/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Eleven (11) and Twelve (12) in Roots Resubdivision
 of Lots Eleven (11) to Twenty (20) inclusive in Block
 One (1) in Galbreath Colcord Russell Addition to the
 town of Red Fork, Okla. according to the recorded plat
 thereof.

Receipt No. 9582, 248
 Issued on the within mortgage.
 Dated this 19 day of May 1923
 WAYNE L. DICKEY, County Treasurer
 A. G.
 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
 P. V. Searcy, Mattie Searcy and E. D. Hughes
 grantor s ha ve executed and delivered twenty-four certain promissory note dated Apr. 27, 1923
 to said part 1st of the second part for \$ 25.00 each due and payable one each month for twenty-four
 consecutive months.

with interest at the rate of 8 per centum per annum, payable at the maturity of each note

And the first part 1st agree to keep the buildings insured for \$ 1400.00
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 50.00
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, their heirs or as-
 signs, said sum of money in the above described note s 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 con-
 sideration do hereby waive appraisalment, at the option of said second part s heirs and assigns.

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

WITNESSES:

P. V. Searcy

Mattie Searcy

E. D. Hughes

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 April, 1923, personally appeared
 P. V. Searcy and Mattie Searcy and E. D. Hughes 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 June 10, 1925. (Seal) W. H. Walker, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 18 day of May 1923 at 2:30 o'clock P. M.

Book 424, Page 222 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk