

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

231234 C.M.V.

THIS INDENTURE, Made this 22 day of May A.D., 1923 between

A. H. Christian and Frances Christian, his wife,

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

Ethel Davis of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of

Two Thousand Two Hundred and no/100 DOLLARS

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

An undivided one-half interest in the East Twenty Feet (E 20 ft.) of the North Twenty-five feet (N.25 ft.) of Lot Thirteen (13) and the North Twenty-five feet (N.25 ft.) of Lot Fourteen (14) Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block Seventeen (17), West Tulsa Addition, West Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$44 and have Receipt No. 9636 therefor in payment of mortgage tax on the within mortgage.  
Dated this 22 day of May 1923  
WAYNE L. DIXEY, County Treasurer  
J.E.

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

A. H. Christian and Frances Christina, his wife

grantor, she, executed and delivered one certain promissory note dated May 22nd, 1923

to said party of the second part for \$ 2200.00

due six months after date.

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

And the first party of the first part agree to keep the buildings insured for \$ 3000.00 in case that the papers for foreclosure are filed, the first party of the first part agree to pay a reasonable attorney fee of \$ 10.00 and ten (10%) per cent of the principal hereof.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second party her heirs and assigns.

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

WITNESSES:

Frances Christian

A. H. Christian

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 22nd day of May 1923, personally appeared

A. H. Christian and Frances Christian, his wife, and

to me known to be the identical person 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 August 4, 1924. (Seal)

Katherine Jones, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 22 day of May 1923 at 11:40 A.M.  
Book 424, Page 228

Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk