

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424

231

BLACK PRINTING CO. TULSA

231530 C.M.J. 24th day of May A.D. 1923, between

Rollie L. Warner and Wessie A. Warner, his wife,  
of Tulsa County, in the State of Oklahoma, of the first part, and  
John H. Osborn of the second part.

WITNESSETH, That the said part<sup>ies</sup> of the first part in consideration of the sum of  
Twelve Hundred & No/100 DOLLARS  
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part<sup>y</sup> 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:

the North Seventy feet of Lot Thirteen (13) in  
Block One (1) East Highland Addition to the city  
of Tulsa, Oklahoma, as shown by the recorded plat  
thereof.

TREASURER  
I hereby certify that I received \$24 and issued  
Receipt No. 4692 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 25 day of May 1923  
WAYNE L. DICKEY, County Treasurer  
O. L. B. 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  
Rollie L. Warner and Wessie A. Warner, his wife,  
grantor<sup>s</sup> have executed and delivered a certain promissory note dated May 24, 1923  
to said part<sup>y</sup> of the second part for \$ 1200.00  
due July 23rd, 1923.

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

And the first part<sup>ies</sup> agree to keep the buildings insured for \$ 2500.00  
In case that the papers for foreclosure are filed, the first part<sup>ies</sup> agree to pay a reasonable attorney fee of \$ 10.00 & 10% of unpaid  
bal. his  
Now, if said part<sup>ies</sup> of the first part shall pay or cause to be paid to said part<sup>y</sup> of the second part, his heirs or as-  
signs, 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<sup>y</sup> of the second part shall be entitled to the possession of said premises. And the said part<sup>ies</sup> of the first part for said con-  
sideration do hereby waive or not waive appraisalment, at the option of said second part<sup>y</sup> his heirs and assigns.

IN WITNESS WHEREOF, The said part<sup>ies</sup> of the first part have hereunto set their hand the day and year first above written.  
WITNESSES: Rollie L. Warner  
Wessie A. Warner

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day  
of May 1923 personally appeared  
Rollie L. Warner and Wessie A. Warner, his wife and  
to me known to be the identical person<sup>s</sup> 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 Sept. 14, 1926. (Seal) E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
Filed for record this the 24 day of May 1923, at 4:00 o'clock P. M.  
Book 424, Page 231 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk