

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

231743 C.M.J.
THIS INDENTURE, Made this 28th day of May, A.D. 1923, between
R. S. Moore 1110 W. 18th St. Tulsa, Okla.
of Tulsa County, in the State of Oklahoma, of the first part, and
Jno. L. Ward of the second part.
WITNESSETH, That the said part X of the first part in consideration of the sum of
Ten DOLLARS
the receipt whereof is hereby acknowledged, do SS by these presents grant, bargain, sell and convey unto said part Y 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 11, Blk. 19, Carbondale Addition to the city
of Tulsa, Ok.

COPIED FROM THE ORIGINAL OF \$1.04 and issues
No. 9722 liberator in payment of mortgage
and on the within mortgage.
Dated this 28 day of May 1923
WAYNE L. DAVIS, Deputy Treasurer
W. L. Davis

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

R. S. Moore

grantor ha S executed and delivered one certain promissory note dated 26 May, 1923
to said part Y of the second part for \$ 250.00 dated May 26th, 1923 due one day after date with 10%
interest as payable to Jno. L. Ward at Tulsa, Okla.
due one day after date.

with interest at the rate of 10 per centum per annum, payable semi-annually.

And the first part Y agree S to keep the buildings insured for \$ 25.00

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$ 25.00

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

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written.

WITNESSES:

R. S. Moore

ACKNOWLEDGEMENT

STATE OF OK COUNTY OF OK

Before me, the undersigned, a Notary Public, in and for said County and State on this 26 day
of May 1923, personally appeared
R. S. Moore and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that
executed the same as his 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 March 13, 1924. (Seal)

Edw. T. Egan, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 28 day of May 1923 at 2:00 o'clock P.M.
Book 424, Page 236

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.