

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424

237

Black Printing Co. Tulsa

231747 C.M.J.

THIS INDENTURE, Made this 21st day of May A.D. 1923, between

Omer K. Benedict and Mae W. Benedict, his wife

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

W. L. Seaman

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

TWELVE THOUSAND FIVE HUNDRED TWENTY-FIVE & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 West half of the Southeast Quarter of the Southwest Quarter of Section Thirty (30) Township Twenty (20) North, Range Thirteen (13) East, of the Indian Base and Meridian, Tulsa County, Oklahoma, less that portion occupied by the A. T. & S. F. Railroad Company,

It is hereby understood the above tract of land is to be divided into approximately eighty lots of standard size and that the payment of \$200.00 on the within described notes the mortgagee agrees to release one lot for each \$200.00 paid.

Receipt No. 9723  
Dated this 29th day of May 1923  
WAYNE J. BERRY Treasurer  
750

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

Omer K. Benedict and Mae W. Benedict, his wife,

grantor have executed and delivered three certain promissory note dated May 21, 1923,

to said part 2nd of the second part for \$475.00 each, due on or before May 21, 1924, May 21, 1925, May 21, 1926, respectively.

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

And the first part 1st agree to keep the buildings insured for \$ - -

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$10.00 & 10% of an unpaid balance.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 2nd, his heirs and assigns.

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

WITNESSES:

Omer K. Benedict

Mae W. Benedict

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this - - day

of May 23, 1923, personally appeared

Omer K. Benedict and Mae W. Benedict, 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 Jan. 2, 1924. (Seal)

W. M. Robbins,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 28 day of May 28, 1923, at 2:30 o'clock P. M.

Book 424, Page 237

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.