

240 COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

232068 C.M.J. 15th day of January A.D. 1923, between
 Elizabeth M. Messenger and James Messenger
 of Tulsa County, in the State of Oklahoma, of the first part, and
 D. L. Knoppenberger of the second part.
 WITNESSETH, That the said part of the first part in consideration of the sum of
 Three Thousand Four Hundred and No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The South thirty feet of the North Seventy-five feet
 of Lot One (1) in Block One Hundred Sixty-six in city
 of Tulsa, Oklahoma, according to the recorded plat
 thereof.

I hereby certify that I received \$68 and issued
 Receipt No. 9820 in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of 6 1923
 WAYNE L. DOLLY, County Treasurer
 O.B.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
 Elizabeth M. Messenger and James Messenger
 grantor S have executed and delivered one certain promissory note dated 1/15/23
 to said part V of the second part for \$ 3400.00
 due January 15, 1924.

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

And the first part agrees S to keep the buildings insured for \$ 3000.00
 In case that the papers for foreclosure are filed, the first part V agrees S to pay a reasonable attorney fee of \$ 10.00 & 10%
 Now, if said part ies of the first part shall pay or cause to be paid to said part V 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 V of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand the day and year first above written.
 WITNESSES:
 Elizabeth M. Messenger
 James Messenger

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
 Before me, the undersigned, a Notary Public, in and for said County and State on this 30 day
 of April 19 23, personally appeared
 Elizabeth M. Messenger
 James Messenger

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 July 13, 1926. (Seal) R. R. Wien, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this 31 day of May 19 23 at 4:15 o'clock P. M.
 Book 424, Page 240
 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.