

BLACK PRINTING CO. TULSA

232339 C.M.J.

THIS INDENTURE, Made this June 1, day of 1923

A.D., 19, between

J. H. Harvel and M. O. Harvel, his wife

of Tulsa

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

Pierce W. Anderson

of the second part.

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

Twelve Hundred and Fifty

DOLLARS

the receipt whereof is hereby acknowledged, do 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 Eight (8), Block Two (2) of the Sub-division of Blocks Two (2), Three (3) and Seven (7), of Terrace Drive Addition to the city of Tulsa, Okla. according to the amended plat thereof.

This mortgage subject, however to a prior mortgage given by second party to the Home Building & Loan Ass'n of Tulsa, Okla. said mortgage dated 11-17-22 and filed for record 11-23-22 in Tulsa, County Register of Deed office. Amount \$2000.00

I hereby certify that I have received 48 and have
 Receipt No. 9885 for the payment of mortgage
 tax on the within instrument.

Dated this 5 day of June 1923

WAYNE L. DICKER, County Treasurer

9885

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

J. H. Harvel and M. O. Harvel

grantor S ha YG executed and delivered 25 certain promissory note S dated June 1, 1923

to said part Y of the second part for \$50.00 each. Note No. 1, due July 1, 1923 and one note on the first day of each and every month thereafter until principal is fully paid.

with interest at the rate of eight per centum per annum, payable on the due date of each note.

And the first part ies agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 10% of principal.

Now, if said part ies of the first part shall pay or cause to be paid to said part Y of the second part his heirs or assigns, said sum of money in the above described note S 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 ies of the first part for said consideration do hereby waive or not waive appraisal, 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:

J. H. Harvel

M. O. Harvel

ACKNOWLEDGEMENT

STATE OF Oklahoma

COUNTY OF Tulsa

On this First day of June, A.D. 1923, before me, the undersigned, a Notary Public,

Before me, the undersigned, a Notary Public, in and for said County and State on this day in and for the county and state aforesaid, personally appeared

of J. H. Harvel and M. O. Harvel, his wife,

and

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 21, 1925. (Seal)

W. T. Bennett,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 4 day of June 1923 at 11:35 A.M.

Book 424, Page 242

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.