

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

232436 C.M.J.

4th

June

THIS INDENTURE, Made this

A. D. 1923

between

Arnold C. Meyer and Nola Meyer, his wife,

Tulsa

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

Nellie James

of the second part.

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

Sixteen-Hundred Dollars

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part. 2nd of the second part, her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Four (4) Block Three (3) in Clinton Dale Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 16.00 and issued Receipt No. 1902 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of June 1923

WAYNE L. DICKEY, County Treasurer

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

Arnold C. Meyer and Nola Meyer,

grantor have executed and delivered their certain promissory note dated June 4, 1923

to said part. 2nd of the second part for \$ 1600.00

due and payable as follows: \$35.00 on the 3d day of July, 1923 and \$35.00 on or before the third day of each and every month thereafter

with interest at the rate of 8 per centum per annum, payable on each installment when due.

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

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 160.00

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

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

WITNESSES:

Arnold C. Meyer

Nola Meyer

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned a Notary Public, in and for said County and State on this 4th day of June, A.D. 1923 day before me, the undersigned, a Notary Public, in and for the county and state aforesaid, of 19 personally appeared

Arnold C. Meyer and Nola Meyer, 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 Oct. 13, 1926. (Seal)

F. A. Singler,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5 day of June 1923, at 10:30 clock A. M.

Book 424, Page 244

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk