

COMPLETED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

232530 C.M.J.

THIS INDENTURE, Made this 5th day of June A. D., 1923, betweenM. F. Sokol and Sophie Sokol, husband and wifeof Tulsa County, in the State of Oklahoma, of the first part, andF. E. Smith

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of Three Thousand Four Hundred Ninety and No/100 DOLLARSthe 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:

Lots Twenty-three (23) and Twenty-four (24) in Block Nine  
(9) of Park Hill Addition to the city of Tulsa, according  
to the amended recorded plat thereof.

I hereby certify that I received \$350 and issued  
Receipt No. 2100 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 6 day of June 1923  
WAYNE L. DICKEY, County Treasurer  
L. G. 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

M. F. Sokol and Sophie Sokol

grantor S ha VS executed and delivered Sixty-one certain promissory note S dated June 5, 1923  
to said part Y of the second part for the total sum of \$3490.00; one note being for \$490.00 due ninety  
days after date and sixty notes for \$50.00 each, the first one being due on the 5th day  
of October 1923 one on the 5th day of each calendar month thereafter for sixty months.

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 \$ 3000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 300.00

Now, if said part 1st 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 to 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 1st of the first part for said consideration 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 1st of the first part ha VS hereunto set their hand the day and year first above written.

WITNESSES:

M. F. SokolSophie Sokol

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day  
of June 1923, personally appeared

M. F. Sokol and Sophie Sokol, 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 March 28, 1927. (Seal)Mabel Edens,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 6 day of June 1923, at 8:00 o'clock A. M.  
Book 424, Page 246

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk