

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424 249

BLACK PRINTING CO. TULSA

233057 C.M.J.

THIS INDENTURE, Made this 9th day of December A.D., 1922, between

H. S. McConnell and Clesta L. McConnell his wife

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

John H. Osborn

of the second part.

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

Twelve Hundred & 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 his heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

the South Forty-six and Two-thirds feet (S.46-2/3') of the North Ninety-three and One-third feet (N.93-1/3) of Lots Twenty-one and Twenty-two (21 & 22) in Block Seven (7) Meadowbrook Second Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued Receipt No. 10018 therefor in payment of mortgage tax on the within mortgage.

Dated this 12th day of June 1923

WAYNE L. DICKEY, County Treasurer

A. J. 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

H. S. McConnell and Clesta L. McConnell, his wife

granted to have executed and delivered a certain promissory note dated Dec. 9, 1922

to said part of the second part for \$1200.00

due Dec. 9, 1924.

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

And the first part agrees to keep the buildings insured for \$10.00 & 10% of any unpaid

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$10.00 & 10% of any unpaid balance

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part 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 of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

H. S. McConnell

Clesta L. McConnell

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th

of June 1923, personally appeared

H. S. McConnell and Clesta L. McConnell, his wife

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 12 day of June 1923, at 10:45 o'clock A.M.

Book 424, Page 249

Brady Brown, Deputy. (Seal)

O. G. Weaver

County Clerk