

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

233116 C.M.J.

THIS INDENTURE, Made this 31st day of May, A. D. 1923, between

H. Lewis Curry, a single man

of Tulsa

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

Mager-Swan Mortgage Company, a corporation, of Oklahoma City, Oklahoma

of the second part.

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

Seven Hundred Fifty and No/100

DOLLARS

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

Lot Sixteen (16) in Block Four (4) in T. T. T.
Addition to the city of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$14.92 and issued
Receipt No. 11092 therefor in payment of mortgage
tax on the within mortgage.

Dated this 12 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

H. Lewis Curry

grantor, do hereby executed and delivered TWO certain promissory notes dated May 31, 1923

to said part V of the second part for \$ 750.00 (Seven Hundred and Fifty Dollars)

due \$375.00 December 1st, 1923 and \$375.00 due June 1st, 1924.

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

And the first part V agree to keep the buildings insured for \$ 6,000.00

In case that the papers for foreclosure are filed, the first part V agree to pay a reasonable attorney fee of \$ 75.00

Now, if said part V of the first part shall pay or cause to be paid to said part V of the second part, its successors 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 V of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part V, its successors heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part has hereunto set his hand the day and year first above written.

WITNESSES:

E. A. Lilly

H. Lewis Curry

Chas. B. Cardan

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 31st day
of May 1923, personally appeared

H. Lewis Curry, a single man

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 March 26th, 1925. (Seal)

E. A. Lilly

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 12 day of June 1923, at 4:00 o'clock P. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.