

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

255

BLACK PRINTING CO. TULSA

233521

C.M.J.

THIS INDENTURE, Made this 24

day of

February

A. D., 1923, between

A. L. McDonald and wife, Lydia McDonald

of Tulsa

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

J. W. Sullivan and wife

of the second part.

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

Six Hundred and Fifty

DOLLARS

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

The South half of Lot (5) in Block (3) of the Original
Town of Red Fork, Oklahoma.

RECEIVED
I hereby certify that I received \$24 and issue.
Receipt No. 1137 therefor in payment of mortgage
tax on the within mortgage
Dated this 19 day of June 1923.
WAYNE L. DICKLEY, County Treasurer
P.S.B. 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

grantor has executed and delivered a certain promissory note dated Feb. 24, 1923.

to said parties of the second part for \$ 650.00 Six Hundred and fifty Dollars
due 26 months from date.

with interest at the rate of 8 per centum per annum, payable annually.

And the first parties agree to keep the buildings insured for \$ a reasonable
In case that the papers for foreclosure are filed, the first parties agree to pay an attorney fee of \$ 10.00
Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second party their heirs and assigns.

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

WITNESSES:

A. L. McDonald

Lydia McDonald

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24 day of February 1923 personally appeared

A. L. McDonald

and

Lydia McDonald

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 April 26, 1924. (Seal)

J. N. Clark,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 18 day of June 1923 at 1:00 o'clock P. M.

Book 424, Page 255

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.