

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

234186 C.M.J.

15th

June

A.D., 1923

THIS INDENTURE, Made this

day of

between

Emily M. Hardy and D. F. Hardy her husband

of Tulsa

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

F. S. Miller

of the second part.

WITNESSETH, That the said part<sup>ies</sup> of the first part in consideration of the sum of

Fifteen Hundred (\$1500.00)

DOLLARS

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

All of Lot Two (2) in Block Fourteen (14) Resubdivision of Block Six (6) Lots One (1) Two (2) Three (3) and Four (4) Terrace Drive Addition to the city of Tulsa Oklahoma, according to the recorded plat thereof;

Subject to a first mortgage of \$4500.00 to the Oklahoma City Building & Loan Association.

TREASURER'S RECEIPT

I hereby certify that I received \$30.00 and issued Receipt No. 10273 therefor in payment of mortgage tax on the within mortgage.

Dated this 26 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

Emily M. Hardy and D. F. Hardy her husband

grantor<sup>s</sup> have executed and delivered One certain promissory note dated June 15th, 1923to said part<sup>y</sup> of the second part for \$ Fifteen Hundred Dollars (1500.00)

due August 15th, 1923 \$1500.00)

with interest at the rate of 8% annually

And the first part<sup>ies</sup> agree<sup>s</sup> to keep the buildings insured for \$ 6500.00In case that the papers for foreclosure are filed, the first part<sup>ies</sup> agree<sup>s</sup> to pay a reasonable attorney fee of \$ 100.00 and 10%

Now, if said part<sup>ies</sup> of the first part shall pay or cause to be paid to said part<sup>y</sup> 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<sup>y</sup> of the second part shall be entitled to the possession of said premises. And the said part<sup>ies</sup> of the first part for said consideration do<sup>es</sup> hereby waive or not waive appraisalment, at the option of said second part<sup>y</sup> heirs and assigns.

IN WITNESS WHEREOF, The said part<sup>ies</sup> of the first part ha<sup>s</sup> hereunto set their hand the day and year first above written.

WITNESSES:

Emily M. Hardy

D. F. Hardy

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of June 1923, personally appeared

Emily M. Hardy

D. F. Hardy, her husband

to me known to be the identical person<sup>s</sup> 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 Jan. 9, 1926. (Seal)

M. E. Maxwell,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 26 day of June 1923 at 8:30 o'clock A.M.

Book 424, Page 262

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.