

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

BLACK PRINTING CO., TULSA

234874 O.M.J.

THIS INDENTURE, Made this Second day of July A.D., 1923, betweenJ. M. Story and Pearl L. Story, his wifeof Tulsa County, in the State of Oklahoma, of the first part, and
Barney Sand of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum ofFour Thousand 00/100 DOLLARSthe receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V 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:All of Lot Five (5) Block One (1) Hillcrest Addition
to the city of Tulsa.

TREASURER OF OKLAHOMA
I hereby certify that the sum of \$400.00 and interest
Receipt No. 104250 has been received for the payment of mortgage
tax on the within note.
Dated this 3 day of July 1923
W. W. Stuckey County Treasurer
D. S. B.
Clerk

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

J. M. Story and Pearl L. Story, his wifegrantor S have executed and delivered one certain promissory note dated July 2nd, 1923
to said part V of the second part for \$ 4,000.00

due on or before Five years from date.

with interest at the rate of ten per centum per annum, payable monthly.And the first part 1st agree to keep the buildings insured for \$ 4,000.00In case that ~~the~~ papers for foreclosure are filed, the first part 1st agree to pay ~~a reasonable~~ attorney fee of \$ 400.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part V 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 V 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 have hereunto set their hand the day and year first above written.

WITNESSES:

J. M. StoryPearl L. Story

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.Before me, the undersigned, a Notary Public, in and for said County and State on this second day of July, 1923, personally appearedJ. M. StoryPearl L. Story, his wifeto 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 1/25/25 (Seal) Lura B. Wood, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 3 day of July, 1923, at 10:00 o'clock A. M.
Book 424, Page 272Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.