

## REAL ESTATE MORTGAGE RECORD No. 424

COMPARED PRINTING CO. TULSA

234990 C.M.J. 3rd day of July A.D. 1923 between

J. W. Winkler and Bessie Winkler, his wife,

of Tulsa

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

C. H. Overton

of the second part.

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

One Thousand Six Hundred Seventy-Five

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:

Lot Eight (8) in Block Four (4) Meadow Brook  
Addition to the city of Tulsa, Oklahoma, according  
to the recorded plat thereof.

TREASURER'S DEPARTMENT  
I hereby certify that I received \$ 602  
Receipt No. 10482 therefor in payment of taxes  
tax on the within mortgage  
Dated this 6 day of July 1923  
W. W. Stackhouse  
P. S. B.

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. W. Winkler and Bessie Winkler

grantor ha. S. executed and delivered Two certain promissory note dated July 3rd, 1923

to said part of the second part for \$ One Thousand Six Hundred Seventy-five  
one note for \$100.00 due Sept. 1st, 1923, and one installment note for \$1575.00 to be paid  
in installments of \$35.00 per month, beginning August 1st 1923, and \$35.00 due on the 1st  
of each and every month thereafter untill paid in full.

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

And the first part agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ 10.00 and 10%

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 S. 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 appraisalment, at the option of said second part his heirs and assigns.

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

WITNESSES:

J. W. Winkler

Bessie Winkler

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of July 1923 personally appeared

J. W. Winkler

and

Bessie Winkler, his wife

to 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 Jan. 15th, 1925. (Seal)

H. M. Price,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 5 day of July

1923 at 10:40 clock A. M.

Book 424, Page 276

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk.