

THIS INDENTURE, Made this 22nd day of March A. D. 1923, between

Lydia Horner and her husband Leo G. Horner

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

Tulsa Industrial Loan and Investment Co;

of the second part.

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

Two hundred eighty and 30/100

DOLLARS

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

All of lots 41 and 42, in Block No. seven (7) in Orchard addition to the City of Tulsa, Okh. according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$280.30 and issued Receipt No. 12457 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 day of July 1923

W. W. Stucky, County Treasurer

P. 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

Lydia Horner and Leo G. Horner

grantor has executed and delivered one certain promissory note, dated Feb. 22, 1922

to said part y of the second part for \$ 280.30, payable at the rate of \$28.03 per month for ten months, the first payment due on May 2nd, 1923. This mortgage is given as a second mortgage to the first mortgage for \$2500.00 held and payable to W. W. Beattie,

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

And the first part ies agree to keep the buildings insured for \$ 3000.00

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 100.00

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

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

WITNESSES:

Lydia Horner,

Leo G. Horner.

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 22nd day of March, 1923, personally appeared Lydia Horner and Leo G. Horner

and

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 May 24, 1924.

(SEAL) Wm. Herman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 17th day of July, 1923, at 3:00 clock P. M.
Book 424, Page 285

By Brady Brown, Deputy.

(SEAL) O. G. Weaver,

County Clerk.