

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

236755 C.M.J.

THIS INDENTURE, Made this 25th day of June A.D. 1923 between

H. D. Scargall Ida Scargall, his wife

of Tulsa

The Bixby State Bank

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

DOLLARS

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

Lots Eleven (11) and Twelve (12) in Block two  
(2) Midland Addition to the town of Bixby  
Tulsa County, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$10 and issued  
Receipt No. 10857 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 25 day of July 1923

W. W. Stucky, County Treasurer

D. D.

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

H. D. Scargall and Ida Scargall

grantor, S. ha V executed and delivered a certain promissory note dated June 25, 1923

to said part V of the second part for \$ 518.37

Five hundred eighteen dollars and thirty seven cents  
due October 25th, 1923.

with interest at the rate of 10 per centum per annum, payable from maturity.

And the first part agrees to keep the buildings insured for \$ 750.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 50.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part, its 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 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 its heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha V hereunto set their hand the day and year first above written.

WITNESSES:

H. D. Scargall

Ida Scargall

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day of June 1923, personally appeared

H. D. Scargall

Ida Scargall his wife

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 Oct. 28, 1925. (Seal)

A. C. Wise,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 27 day of July 1923, at 3:25 o'clock P. M.  
Book 424, Page 290

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk