

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424 291

BLACK PRINTING CO. TULSA

235756 C.M.J.

THIS INDENTURE, Made this 16th day of July A.D. 1923, between  
C. H. Weirick and Belva Weirick his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and  
The Bixby State Bank of the second part.

WITNESSETH, That the said ies of the first part in consideration of the sum of  
One hundred thirty seven and 50/100 DOLLARS  
the receipt whereof is hereby acknowledged, do, by these presents grant, bargain, sell and convey unto said party Y 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 fifty two (52) and fifty three (53) in Block  
thirty four (34) Midland Addition to the town  
of Bixby, Tulsa County, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$100.25 and issued  
Receipt No. 10055 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 25 day of 7 1923  
W. C. Stuckey County Treasurer  
P. S. 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

C. H. Weirick and Belva Weirick

grantor S have executed and delivered a certain promissory note dated 7-16-1923  
to said part Y of the second part for \$

One hundred thirty seven and 50/100 dollars  
due August 16th, 1923.

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

And the first part ies agree to keep the buildings insured for \$ - a reasonable

In case that the papers for foreclosure are filed, the first part ies agree to pay an attorney fee of \$ 25.00

Now, if said part ies of the first part shall pay or cause to be paid to said part Y of the second part its heirs or as-  
signs, 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 Y of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said con-  
sideration do hereby waive or not waive appraisal, at the option of said second part its heirs and assigns.

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

WITNESSES:

C. H. Weirick

Belva Weirick

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day  
of July 1923, personally appeared

C. H. Weirick

Belva Weirick 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 Apr. 19, -25 (Seal)

Harry W. Worsham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 27 day of July 1925 at 3:25 o'clock P. M.

Book 424, Page 291

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.