

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424

295

BLACK PRINTING CO. TULSA

236957 C.M.J.

THIS INDENTURE, Made this 10<sup>th</sup> day of July

A.D., 1923, between

James J. Jeffrey & wife Letha Jeffrey

of Tulsa

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

Jno. L. Ward

of the second part.

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

Ten and No/100

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:

Lots No. 3, Block 3, Booker T. Washington Addition to the City of Tulsa, Okla. This mortgage is made second and inferior to a mortgage given by us upon Lot 2, Blk. 3, Booker T. Washington Addition to the City of Tulsa, Okla. which is spread to cover lot 3 Blk. of the same addition by this instrument. Said mortgage being executed by us to Jno. L. Ward and being in the sum of \$1200.00

#1.

STATE OF OKLAHOMA, County of Tulsa.)

Before me, Ed T. Eagan, a Notary Public within and for Tulsa County, Oklahoma, on this 10 day of July, 1923, personally appeared Leatha Jeffry, wife of J. J. Jeffry to me known to be the identical person who executed the within and foregoing instrument by her mark, and at her request I, R. E. Maxey wrote the name of the said Leatha Jeffry, at her request, and in the presence of her and in the presence of Clyde Blakely and in my presence, the said R. E. Maxey and Clyde Blakely being witnesses to her signature, by mark, and the said Leatha Jeffry acknowledged to me that she executed the same by her said mark as set out heretofore herein, as her free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires; March 13, 1924.

Witnesses: R. E. Maxey

Clyde Blakeley

Ed T. Eagan, Notary Public.

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

James J. Jeffrey & wife Letha Jeffrey

grantor, s/he executed and delivered this certain promissory note dated July 10, 1923

to said part of the second part for \$ 300.00

due one year from date

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 200 and issued Receipt No. 12913 therefor in payment of mortgage tax on the within mortgage.

Dated this 1 day of Aug 1923

with interest at the rate of 10 per centum per annum, payable semi-annually. W. W. Stanley County Treasurer

And the first part agrees to keep the buildings insured for \$ 500.00

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 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 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 parties of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second part heirs and assigns.

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

WITNESSES:

R. E. Maxey

J. J. Jeffry

her

Letha x Jeffry

mark

## ACKNOWLEDGEMENT

STATE OF Tulsa COUNTY OF Oklahoma ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of July 1923, personally appeared

J. J. Jeffries

and Letha Jeffries

to me known to be the identical person s/he 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.

March 13, 1924. (Seal)

Ed T. Eagan,

My Commission expires Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 31st day of July

1923, at 10:40 o'clock A.M.

Book 424, Page

Deputy.

O. H. Weaver

County Clerk.