

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

237134 C.M.J.

17th

July

A. D., 1923

THIS INDENTURE, Made this

day of

between

Hobart Darnold and Mary Darnold, his wife

of Tulsa

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

H. S. McConnell

of the second part.

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

Seven Hundred Fifty and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V 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 Number Four (4) in Block "A" of Farm Colony Sub-Division located in the North East Quarter of Section 6, Township 19, Range 12 East, Tulsa County, Oklahoma as shown by the recorded plat thereof, together with the improvements thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$114 and issued Receipt No. 10922 therefor in payment of mortgage tax on the within mortgage.

Dated this 2 day of Aug 1923

W. W. Stucky

County Treasurer

C. J. S.

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

Hobart Darnold and Mary Darnold, his wife

grantor S. H. P. executed and delivered ONE certain promissory note dated July 17, 1923

to said part V of the second part for \$ Seven Hundred Fifty and No/100 Dollars, payable at the rate of Thirty-Five Dollars (\$35.00) per month beginning August 17, 1923.

with interest at the rate of 8% per centum per annum, payable semi-annually.

And the first part 1st agrees to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part 1st agrees to pay an attorney fee of \$ 10.00 and 10% of any balance

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

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

WITNESSES:

Hobart Darnold

Mary Darnold

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of August 1923, personally appeared

Hobart Darnold and Mary Darnold, his wife, 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 Sept. 14-1926 (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 2 day of August 1923 at 9:40 o'clock A. M.

Book 424, Page 298

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk