

REAL ESTATE MORTGAGE RECORD No. 424

3

BLACK PRINTING CO. TULSA

216899 C.M.J. COMPARED

THIS INDENTURE, Made this 2nd day of December A.D. 1922, between

Bert Roberts, a single man

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

H. E. Knoles

of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of Eleven Hundred Twenty Five and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do SS by these presents grant, bargain, sell and convey unto said part Y 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 Twenty Nine (29) in Block One (1) Kraatz-Gerlach Addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$44.00 and issued Receipt No. 6824 therefor in payment of mortgage tax on the within mortgage.

Dated this 19 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

E. B.

Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Bert Roberts

grantor ha S executed and delivered ONE certain promissory note dated December 2, 1922

to said part Y of the second part for \$1125.00

Forty and no/100 (\$40.00) Dollars on the 2nd day of each month thereafter untill all is paid.

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

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

In case that the papers for foreclosure are filed, the first part Y agree S to pay an attorney fee of \$ ten per cent of the unpaid balance

Now, if said part Y of the first part shall pay or cause to be paid to said part Y 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 Y of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said consideration do SS hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written.

WITNESSES:

Bert Roberts

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of December 1922 personally appeared

Bert Roberts, a single man

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 Aug. 29, 1926. (Seal)

Okla Skalicky,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Dec.

1922 at 3:10 o'clock P. M.

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F. Delman,

Deputy. (Seal)

O. D. Lawson,

County Clerk.