

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

237337 O.M.V.

THIS INDENTURE, Made this 5th day of July A.D., 1923, between

Emma Ellis

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

C. H. Overton

of the second part,

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

One Thousand Three Hundred Seventy (\$1370.00) and No/100 DOLLARS

the receipt whereof is hereby acknowledged, do <sup>es</sup> by these presents grant, bargain, sell and convey unto said part 2nd 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:

All of Lot Twenty-two (22) in Block three (3)  
in Ohio Place Addition to the city of Tulsa,  
Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$430. and issued  
Receipt No. 22773 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 6 day of Aug. 1923.  
W. W. Stucky, County Treasurer  
P. L. 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

Emma Ellis

grantor, S. ha. Ye executed and delivered 91 certain promissory note s dated July 5, 1923  
to said part of the second part for \$ 90 notes of \$15.00 each and one note for \$20.00 due one each  
month beginning August 5th, 1923.

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

And the first part 1st agree to keep the buildings insured for \$ 1000.00  
In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ - -

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 his heirs and assigns.

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

WITNESSES:

Emma Ellis

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of July 1923, personally appeared

Emma Ellis

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her 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 Jan. 15th, 1925. (Seal) H. M. Price, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 4 day of August 1923 at 10:00 o'clock A. M.

Book 424, Page 300 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk