

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

301

BLACK PRINTING CO. TULSA

237367 C.M.J.

5th

July

23

THIS INDENTURE, Made this 5th day of July, A. D., 1923, between E. E. McAtee, a single man

of Tulsa

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

Ross H. Rayburn

of the second part.

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

Six hundred sixty five & 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 Three (3) in Block "B" Joe Sub-Division
located in the NE/4 of the SE/4 of Section
Four (4) Twp. #9 North, Range 12 East.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$114 and issued Receipt No. 12273 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Aug 1923

W. W. 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

E. E. McAtee

grantor ha S executed and delivered a certain promissory note dated July 5th, 1923

to said part Y of the second part for \$ Six hundred sixty five No/100

due in payments of \$40.00 per month, beginning Aug. 5th, 1923 last payment to be \$25.00

with interest at the rate of 10 per centum per annum, payable semi annually after maturity.

And the first part Y agree to keep the buildings insured for \$ 600.00

In case that the papers for foreclosure are filed, the first part Y agree to pay a reasonable attorney fee of \$ 100.00

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:

E. E. McAtee

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of July, 1923 personally appeared

E. E. McAtee

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 Nov. 4th, 1925. (Seal)

R. J. Magon

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 4 day of August

1923, at 11:35 clock A. M.

Book 424, Page 301

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk