

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

237557 C.M.J.

THIS INDENTURE, Made this 7th day of August A.D., 1923, between

S. L. Postlewait and Goldie Postlewait, his wife,

of Tulsa

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

The First State Bank, Jenks, Oklahoma

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 2nd of the second part heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Ten (10) Eleven (11) and Twelve (12), Block Twenty five (25) in the town of Jenks, Tulsa County, Oklahoma according to the recorded plat thereof on file in the Office of the Register of Deeds, Tulsa, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$14. and issued Receipt No. 11232 therefor in payment of mortgage tax on the within mortgage.

Dated this 9 day of Aug 1923

W W Stucky, County Treasurer

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

S. L. Postlewait and Goldie Postlewait, his wife

grantor 1st executed and delivered one certain promissory note dated August 7th, 1923

to said part 2nd of the second part for \$750.00, Seven hundred fifty and No/100

due February 7th, 1924, with intrest at the rate of ten per cent per annum after maturity.

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

And the first part 2nd 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 \$75.00

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

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

S. L. Postlewait

Goldie Postlewait

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of August 1923, personally appeared

S. L. Postlewait

Goldie Postlewait, his wife

to me known to be the identical person 1st 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 September 2nd, 1925. (Seal) Minnie Hugo, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 8 day of August 1923 at 8:30 o'clock A. M.

Book 424, Page 304

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk