

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

305

BLACK PRINTING CO. TULSA

237771 C.M.J.
THIS INDENTURE, Made this 9 day of August A.D. 1923 between
G. S. Cloud and wife Della Cloud
of Tulsa County, in the State of Oklahoma, of the first part, and
Jno. L. Ward 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 ss 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:

Lot 9, Block 3 Kinloch Park Addition to the city of
Tulsa, Okla. according to the recorded plat thereof.

11049
aug 9
W. Stuckey
O. G. Weaver

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

G. S. Cloud & wife Della Cloud
grantor ha. 2d executed and delivered their certain promissory note dated Aug. 9, 1923
to said part 2nd of the second part for \$ 750.00 dated at Tulsa, Okla. Aug. 9, 1923 due 8 months from
date payable to Jno. L. Ward at Tulsa, Okla. with interest at 10% per annum from
date and due and payable at Tulsa, Okla. on April 9th, 1924.

with interest at the rate of 10 per centum per annum, payable semi

And the first part 1st agree to keep the buildings insured for \$ 100.00
In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00
Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, 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 con-
sideration do hereby waive or not waive appraisalment, at the option of said second part 2nd his heirs and assigns.

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

WITNESSES:

G. S. Cloud

Della Cloud

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10 day
of August 1923, personally appeared

G. S. Cloud

Mrs. Della Cloud, husband and wife

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 March 13, 1924. (Seal)

Ed T. Egan,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 10 day of August 1923 at 12:00 M.

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Brady Brown

Deputy (Seal)

O. G. Weaver

County Clerk