

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

238349 C.M.J.

18th

June

A. D. 1923

THIS INDENTURE, Made this _____ day of _____, between _____

Ed Shackelford and Peachie R. Shackelford, husband and wife

of _____

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

Claud Jack Ivy Jr. and Lee Frank Ivy, minors,

_____ of the second part.

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

Five Thousand and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ of the second part _____ their heirs and assigns, all of the following described REAL ESTATE, situate in the County of _____ Tulsa _____ State of Oklahoma, to-wit:

Lots One, Two, Three and the East fifteen feet of
 Lot Four all in Block Nine (9), Skiatook, Oklahoma,
 according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$5.00 and issued
 Receipt No. 11192 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Aug 1923
 W. W. Stuckey, 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 _____

Ed Shackelford

grantor _____ has executed and delivered _____ one _____ certain promissory note _____ dated June 18, 1923

to said part _____ of the second part for \$ 5000.00

due in five years after date.

with interest at the rate of seven _____ per centum per annum, payable semi-annually.

And the first part _____ agrees _____ to keep the buildings insured for \$ 5000.00 _____

In case that the papers for foreclosure are filed, the first part _____ agrees _____ to pay _____ a reasonable attorney fee of \$ 500.00

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

IN WITNESS WHEREOF, The said part _____ of the first part has hereunto set _____ their _____ hand the day and year first above written.

WITNESSES:

Ed Shackelford

Peachie R. Shackelford

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned a Notary Public, in and for said County and State on this 19th day of June 1923, before me, the undersigned, a Notary Public, in and for the _____ county and state aforesaid, personally appeared _____

Ed Shackelford and Peachie R. Shackelford, husband and wife, and

to me known to be the identical person _____ 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 first above written.

My Commission expires February 23-1924. (Seal)

Frank F. Cochran,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 20 day of August

1923 at 10:30 clock A. M.

Book 424, Page 308

Brady Brown,

Deputy.

(Seal)

O. G. Wescer,

County Clerk.