

REAL ESTATE MORTGAGE RECORD No. 424

309

BLACK PRINTING CO. TULSA

238399 C.M.J.

COMPARED

THIS INDENTURE, Made this 20th day of August

A. D. 1923, between

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

N. D. Summers and Katherine Summers

of the second part.

WITNESSETH, That the said part V. of the first part in consideration of the sum of

Three hundred and forty eight and 63/100

DOLLARS

the receipt whereof is hereby acknowledged, do SS. by these presents grant, bargain, sell and convey unto said part V. 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:

The east one half of Lot 9, Block 6, Highlands first Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 06 and issued Receipt No. 11185 therefor in payment of mortgage on the within mortgage.

Dated this 20 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

N. D. Summers and

grantor have executed and delivered four certain promissory note S. dated Aug. 20, 1923

to said part V. of the second part for \$ Three hundred and forth eight and 63/100

due monthly

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

And the first part V. agree S. to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part V. agree to pay an attorney fee of \$

Now, if said part V. of the first part shall pay or cause to be paid to said part 108 of the second part, their heirs or assigns, said sum of money in the above described note S. 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 108 of the second part shall be entitled to the possession of said premises. And the said part V. of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 108 their heirs and assigns.

IN WITNESS WHEREOF, The said part V. of the first part ha S. hereunto set his hand the day and year first above written.

WITNESSES:

N. D. Summers

Katherine Summers

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 day of August 1923, personally appeared

N. D. Summers

Katherine Summers

and

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 July 13, 1926.

R. R. Mien,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 20 day of August

1923 at 4:00 o'clock P. M.

Book 424, Page 309

Brady Brown Deputy (Seal)

O. G. Weaver,

County Clerk.