

BLACK-PRINTING CO. TULSA

THIS INDENTURE, Made this 12th day of October, A. D., 1922, between  
John J. O'Connell and Edith G. O'Connell husband and wife,  
of Tulsa County, in the State of Oklahoma, of the first part, and  
O'Neill Moltz & Heavner, Inc. of the second part.  
WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Fourteen Hundred Sixty Six & 11/100 DOLLARS  
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and  
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The West 50 feet of Lot Five (5) Block Four (4) of Highlands  
First Addition to the city of Tulsa, Tulsa County, according  
to the recorded plat thereof.

This indenture is subject to all mortgages of record upon, above described property.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 30.00 and issued  
Receipt No. 7112 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 9 day of April, 1923  
WAYNE L. DICKEY, County Treasurer  
W. J. 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  
John J. O'Connell and Edith G. O'Connell husband and wife  
grantor 2nd have executed and delivered One certain promissory note, dated Oct. 12, 1922  
to said part 1st of the second part for \$ 1466.11  
due Oct. 12, 1923.

with interest at the rate of 8 per centum per annum, payable semi-annually.

And the first part 1st agree to keep the buildings insured for \$ 1500.00  
In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ 140.00  
Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its heirs or as-  
signs, 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 1st of the second part shall be entitled to the possession of said premises. And the said part 2nd of the first part for said con-  
sideration do hereby waive not appraisal, at the option of said second part 2nd its heirs and assigns.

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

WITNESSES:

E. J. Heavner John J. O'Connell  
A. G. O'Neill Edith G. O'Connell

## ACKNOWLEDGEMENT

STATE OF Tulsa Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day  
of October, 1922, personally appeared John J. O'Connell

Edith G. O'Connell husband and wife, and

to me known to be the identical persons 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 Dec. 17, 1925 (SEAL) Nola Chapman Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8th day of Jan, 1923 at 4:30 o'clock P. M.

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Brady Brown Deputy, (SEAL) O. G. Weaver County Clerk