

REAL ESTATE MORTGAGE RECORD No. 424 313

BLACK PRINTING CO., TULSA

238668 C.M.J.

THIS INDENTURE, Made this 15 day of June A. D., 1923, between

Cora B. Marvin and J. G. Marvin, her husband

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

O. H. Nicholson of the second part.

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

Fifteen Hundred (\$1500.00) and No/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said partys 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:

East half of Lot Seven (7) in Block Ten (10) in Pleasant View Addition to the city of Tulsa, Okla. as shown by the duly recorded plat thereof.

This mortgage subject however to a prior mortgage of \$3000.00 in favor of Ethel Davis of Tulsa, Okla. and now of record on page -- in book -- of Tulsa County, Okla. Record of Deeds office. Said Mtg. was filed June 7th, 1923.

REASURER'S ENDORSEMENT

I hereby certify that I received \$40 and issued Receipt No. 11240 therefor in payment of mortgage on the within mortgage.

Dated this 27 day of Aug 1922 -
W. W. Suckey, County Treasurer
C. W. White 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

Cora B. Marvin and J. G. Marvin

grantor, she, he, executed and delivered, 1 certain promissory note, dated June 15, 1923

to said partys of the second part for \$ 1500.00

Due in monthly installments of \$50.00 each with interest at the rate of 8% per annum, payable monthly. The above monthly installment of \$50.00 to include the monthly interest.

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

And the first partys agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first partys agree to pay a reasonable attorney fee of \$ 150.00

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

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

WITNESSES: Cora B. Marvin

J. G. Marvin

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

BE IT REMEMBERED That Before me, the undersigned, a Notary Public in and for said County and State on this 23 day

of June / in the year of our Lord one thousand nine hundred and 23, before me, a

personally appeared Cora B. Marvin and J. G. Marvin, her husband 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 last above written.

My Commission expires Jan. 31, 1927. (Seal) R. M. Darnell, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 24 day of August 1923, at 2:10 P. M.

Book 424, Page 313

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