

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

258815 C.M.J. 25th day of August, 1923, between

COMPARED Mrs. Minnie J. Davis

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

Hitchison Lumber Company of the second part.

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

Seven Hundred Seventeen and 12/100 DOLLARS

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

All of Lot Twenty-one (21) Central Place, Sub-Division,  
Addition to the City of Tulsa, Tulsa County, Oklahoma.

TRUSTEE'S ENDORSEMENT

I hereby certify that I have received \$14.00 and issued  
Receipt No. 11293 and a full receipt of mortgage  
tax on the above described property.

Dated this 28th day of Aug 1923

W. W. Slatery, 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

party of the first part

grantor, ha. S. executed and delivered, a certain promissory note dated August 25, 1923

to said part Y. of the second part for \$ Seven Hundred Seventeen and 12/100 Dollars

due August 25th, 1924.

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

And the first part Y. agree S. to keep the buildings insured for \$ 1000.00

In case that the papers for foreclosure are filed, the first part Y. agree S. to pay a reasonable attorney fee of \$ 75.00 and 10%

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

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

WITNESSES:

E. S. Hutchison

B. P. Campbell

Mrs. Minnie J. Davis

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of Aug. 1923 personally appeared

Mrs. Minnie J. Davis

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her 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. 22, 1924. (Seal)

G. T. Scott

Notary Public

STATE OF OKLAHOMA, Tulsa County ss.

Filed for record this the 27 day of August

1923 at 1:40 o'clock P. M.

Book 424, Page 314

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk.