

REAL ESTATE MORTGAGE RECORD No. 424 315

BLACK PRINTING CO. TULSA

238854 C. M. J. COMPARED 20 day of Aug. A. D. 1923, between
 THIS INDENTURE, Made this _____ day of _____, between
Otho Walker, a single man
 of Tulsa County, in the State of Oklahoma, of the first part, and
Jno. L. Ward of the second part,
 WITNESSETH, That the said part Y. of the first part in consideration of the sum of _____
Ten Hundred DOLLARS
 the receipt whereof is hereby acknowledged, do SS. by these presents grant, bargain, sell and convey unto said part Y. 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:

Lot 30, Block 7, Roosevelt Addition to the city of
 Tulsa, Okla. according to the recorded plat thereof.

RECEIVED
 I hereby certify that I received 20 and paid
 Receipt No. 11293 the sum of _____ of mortgage
 tax on the within mortgage.
 Dated this 28 day of Aug 1923
W. W. Weaver, County Clerk
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 _____

Otho Walker

grantor ha. S. executed and delivered his certain promissory note dated 8/20, 1923
 to said part Y. of the second part for \$ 1000.00 due one year from date with interest at the rate
 of 10% per annum from date till paid and providing for the payment of 10% on principal
 and interest then due if placed in the hands of an Atty. for collection or Inst upon
 -- due and payable in Tulsa, Okla.

with interest at the rate of 10 per centum per annum, payable semi-annually.

And the first part Y. agree S. to keep the buildings insured for \$ 300.00

In case that the papers for foreclosure are filed, the first part Y. agree S. to pay a reasonable attorney fee of \$ 100.00

Now, if said part Y. of the first part shall pay or cause to be paid to said part Y. of the second part, his 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 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 con-
 sideration do SS. hereby waive _____ or not waive _____ appraisement, 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 his hand the day and year first above written.

WITNESSES:

Otho Walker

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 25 day
 of August, 1923, personally appeared _____

Otho Walker, a single man and

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me, that he
 executed the same as his 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 March 13, 1924. (Seal) Ed T. Egan, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 27 day of August 1923, at 3:40 o'clock P. M.
 Book 424, Page 315

Brady Brown, Deputy, (Seal)

O. G. Weaver,

County Clerk.