

BLACK PRINTING CO. TULSA

238911 C.M.J.

THIS INDENTURE, Made this 24th day of August A. D., 1923, between

Granville Bates and Elizabeth A. Bates, his wife

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

W. G. Brockman

of the second part.

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

Sixteen Hundred Thirty & 94/100

DOLLARS

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

The East one-half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Nineteen (19), Range Fourteen East (14E) Tulsa County, Oklahoma.

This mortgage given subject to a first mortgage of \$1200.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$96 and issued Receipt No. 11288 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 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

Granville Bates and Elizabeth A. Bates, his wife,

grantor, shall have executed and delivered a certain promissory note dated Aug. 24, 1923

to said party of the second part for \$1630.94

due August 24th, 1926, on or before.

with interest at the rate of Six per centum per annum, payable semi-annually from date

And the first party agrees to keep the buildings insured for \$

In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$10.00 and 10% of any unpaid balance.

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

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

WITNESSES:

Granville Bates

Elizabeth A. Bates

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 August 1923 personally appeared

Granville Bates and Elizabeth A. Bates, his wife

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 Sept. 14-1926. (Seal)

E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 28 day of August 1923, at 11:00 o'clock A. M.

Book 424, Page 317

Brady Brown, Deputy (Seal)

O. G. Weaver,

County Clerk.