

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

BLACK PRINTING CO. - TULSA

259024 C.M.J.

THIS INDENTURE, Made this 29 day of August A.D. 1923 between

Emma Lowery, a widow

of Tulsa County, in the State of Oklahoma, of the first part, and
R. R. Johnson of the second part.WITNESSETH, That the said part Y of the first part in consideration of the sum of
One Thousand Nine Hundred Seventy Two and No- - 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 One (1) in Block Seventeen (17) of the original town of Sand Springs, Oklahoma, according to the recorded plat thereof.

SURER'S ENDORSEMENT
I hereby certify that I received \$ 40 and issued Receipt No. 11325 thereon in payment of mortgage tax on the within mortgage.
Dated this 29 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
Emma Lowery, a widow

grantor ha S executed and delivered her two certain promissory note S dated August 29, 1923
one to said part Y of the second part for \$ 1210.00 and the other for \$ 762.00 the former due December 3, 1923, and the latter due December 3, 1924.

with interest at the rate of eight per centum per annum, payable annually after maturity.

And the first part agree S to keep the buildings insured for \$ 2,000.00 or more.

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$ 10.00 and 10% of the amount remaining unpaid.

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 assigns, said sum of money in the above described note S 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 8 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 SS hereby waive or not waive appraisalment, at the option of said second part 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: Emma Lowery

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

On this 29 day of August A.D. 1923, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared

Emma Lowery, a widow

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 Mar. 28, 1927. (Seal) Lilian M. Edwards, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this 29 day of August 1923, at 1:00 o'clock P. M.

Book 424, Page 318 Brady Brown, (Seal) O. G. Weaver, County Clerk