

REAL ESTATE MORTGAGE RECORD No. 424 323

BLACK PRINTING CO. TULSA

239538 C.M.J.
THIS INDENTURE, Made this 21st day of August A. D., 1923, between
Rachel M. Healy and John J. Healy, her husband
of Tulsa County, in the State of Oklahoma, of the first part, and
W. C. Brown of the second part,

WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Seventeen Hundred Eighty-four & No/100 DOLLARS
the receipt whereof is hereby acknowledged, do 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:

the North Forty-six and Two-thirds (N 46-2/3) feet of Lot
Number Eleven (11) in Block Number Two (2) Acre Gardens
Addition to Tulsa, Oklahoma, as shown by the recorded plat
thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1.80 and issued
Receipt No. 11422 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Sept 1923

W. W. Stuckey, County Treasurer

B. Quinn
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
Rachel M. Healy and John J. Healey, her husband,
grantor S have executed and delivered a certain promissory note dated Aug. 21, 1923
to said part Y of the second part for \$ 1784.00
due 19.56 per month until paid.

with interest at the rate of eight per centum per annum, payable monthly.

And the first part ies agree to keep the buildings insured for \$ 1500.00
In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid
balance.
Now, if said part ies 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 ies 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 hereby waive or not waive appraisalment, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

Rachel M. Healy

John J. Healy

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day
of August 1923, personally appeared

Rachel M. Healy

John J. Healy, her husband and

to me known to be the identical person S 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 7 day of September 1923 at 9:30 o'clock A. M.

Book 424, Page 323
Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk