

REAL ESTATE MORTGAGE RECORD No. 424

BEACON PRINTING CO. TULSA

239542 C.M.J.

THIS INDENTURE, Made this 6th day of September, A.D., 1923, between

Maude E. Schooley and J. G. Schooley, her husband

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

W. J. Myers

of the second part.

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

Five Hundred (\$500.00) 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 Eighteen (18) Block Twelve (12) Lynch-Forsythe Addition
to the city of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10 and issued
Receipt No. 11448 the for in payment of mortgage
tax on the within mortgage.

Dated this 8 day of Sept 1923

W. W. Stuckey, County Treasurer

B. Dunn

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

Maude E. Schooley and J. G. Schooley

grantor S ha executed and delivered Thirteen certain promissory notes dated Sept. 6th, 1923.

to said part Y of the second part for \$ 500.00

due in installments of \$41.00 per month, beginning Oct. 6th, 1923, untill 12 notes are paid, the note number 13 for the amount of \$8.00 due Oct. 6th, 1924.

with interest at the rate of 10 per centum per annum, payable Semi annually

And the first part Y agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first part Y agree to pay an attorney fee of \$10.00 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 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 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 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 has hereunto set their hand the day and year first above written.

WITNESSES:

Maude E. Schooley

J. G. Schooley

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of Sept. 1923, personally appeared

Maude E. Schooley

J. G. Schooley, her husband

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 Jan. 15th, 1925. (Seal)

H. M. Price, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 7th day of Sept. 1923, at 10:00 o'clock A.M.

Book 424, Page 324

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.