

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

239632 O.M.J. THIS INDENTURE, Made this 9th day of July A.D., 1923, between  
 Wm. M. Gresham and Dollie Gresham, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
 H. E. Markey of the second part.  
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
 Twenty Seven Hundred Eighty & No/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Number Seven (7) in Block Number Seven (7) Lynch & Forsythe  
 Addition to the City of Tulsa, Oklahoma, as shown by the recorded  
 plat thereof.

This mortgage given subject to a first mortgage of \$6500.00.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 56 and issued  
 Receipt No 11459 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 10 day of Sept 1923  
 W. W. Sheckey, 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  
 Wm. M. Gresham and Dollie Gresham, his wife,  
 grantor, s ha ye executed and delivered, 2 certain promissory notes dated July 9, 1923  
 to said part 2nd of the second part for \$ 600.00 payable \$200.00 per month, beginning September 15, 1923,  
 \$1225.00 payable \$175.00 per month, beginning January 15, 1924, \$955.00 payable \$125.00  
 per month, beginning August 15, 1924.

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

And the first part 1st agree to keep the buildings insured for \$ 10,000.00  
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 & 10% of any unpaid  
 balance.  
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his heirs or as-  
 signs, said sum of money in the above described notes 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-  
 sideration do hereby waive or not waive appraisalment, at the option of said second part 2nd, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ye hereunto set their hand the day and year first above written.

WITNESSES:

Wm. M. Gresham

Dollie Gresham

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day  
 of July 1923 personally appeared

Wm. M. Gresham and Dollie Gresham, his wife, 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 the 8 day of Sept. 1923 at 10:00 o'clock A. M.

Book 424, Page 326

Brady Brown,

(Seal) Deputy.

O. G. Weaver,

County Clerk