

REAL ESTATE MORTGAGE RECORD No. 424

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239708 O.M.J. THIS INDENTURE, Made this 16th day of August A. D. 1923, between L. W. Danforth and Mable Danforth of Tulsa County, in the State of Oklahoma, of the first part, and W. V. Phillips of the second part. WITNESSETH, That the said part 1st of the first part in consideration of the sum of One Hundred 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:

Beginning at a point forty five feet (45) North of the Southeast corner of Section Twenty Three (23) Township Twenty 20 North, Range 12 east, thence running north on said section line fifty feet (50), thence running straight west 147.5 feet, thence running south on straight line fifty feet, thence running east on straight line 147.5 feet to place of beginning, all in Section twenty three (23) Township twenty (20) range 12 east in Tulsa County, Oklahoma.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 20 and issued Receipt No. 1476 therefor in payment of mortgage tax on the within mortgage.
Dated this 11 day of Sept 1923
W. W. Stuckey, County Treasurer
a. j. 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 L. W. Danforth and Mable Danforth his wife grantor ha ve executed and delivered their one certain promissory note dated August 15-1923 to said part 2nd of the second part for \$ 100.00 due one year after date.

with interest at the rate of 6 per centum per annum, payable annually

And the first part 1st agree to keep the buildings insured for \$ a reasonable

In case that papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 25.00

Now, if said part 2nd of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or assigns, 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 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 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 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

L. W. Danforth

Mabel Danforth

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of August 1923, personally appeared

L. W. Danforth

Mabel Danforth, his wife

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 Nov. 20, 1924. (Seal) John T. Miller, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 10 day of Sept. 1923 at 2:40 o'clock P. M. Book 424, Page 327

Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk