

COMPARE

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

239828 C.M.J.

THIS INDENTURE, Made this 11th day of September A. D., 1923, between

Lucia McCabe, a single woman,

of Tulsa

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

A. E. Barrus,

of the second part.

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

Eighteen Hundred & No/100

DOLLARS

the receipt whereof is hereby acknowledged, doS. 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:

All of Lot Numbered Twenty-five (25) Central Place Addition to the City of Tulsa, Oklahoma, as shown by the recorded plat thereof, except the following tract of ground beginning at the Southwest corner of Lot Twenty-five (25) in Central Place Addition in the City of Tulsa, Oklahoma, thence east fifty (50) feet thence north one hundred and forty-five (145) feet thence west fifty (50) feet thence south one hundred and forty-five (145) feet to the place of beginning with all improvements thereon.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1149 and issued Receipt No. 669 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Sept 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

Lucia McCabe, a single woman,

grantor haS. executed and delivered 2 certain promissory note S. dated 9-11, 1923,

to said part Y. of the second part for \$ 300.00 and \$1500.00 respectively, the \$300.00 note due Sept. 11th, 1924 and the \$1500.00 note due Sept. 11th, 1925.

with interest at the rate of ten per centum per annum, payable semi-annually.

And the first part Y. agree S. to keep the buildings insured for \$ 1000.00

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 any unpaid balance.

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 doS. hereby waive or not waive appraisalment, at the option of said second part Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part Y. of the first part haS. hereunto set her hand the day and year first above written.

WITNESSES:

Lucia McCabe

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of September 19 23 personally appeared

Lucia McCabe, a single woman

and

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 October 21st, 1926. (Seal)

Mrs. M. W. Nickel,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 11 day of Sept. 19 23, at 4:00 o'clock P. M.

Book 424, Page 328

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk