

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 329

State of Oklahoma, Tulsa

240026 C.M.J. 11th day of September A.D., 1923, between

Henry Simmons & Amanda Simmons, his wife

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

Ryna Motor Company, a corporation of the second part,

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Seven hundred twenty six and 98/100

DOLLARS

their

the receipt whereof is hereby acknowledged, do, by these presents grant, bargain, sell and convey unto said part 2nd of the second part, heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot 5 (5) Five, Block One (1) Dunbar Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, according to the duly recorded plat thereof.

#1.
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, 1923 personally appeared Amanda Simmons 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 May 20, 1924. (Seal) M. L. Robinson, Notary Public.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$14 and issued
Per 11526 the amount of mortgage
183.00 of which mortgage.

Lapsed the 15 day of Sept., 1923

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS; And these presents are upon the express condition, that whereas the said

Henry Simmons & Amanda Simmons

grantor, ha, VS. executed and delivered, their certain promissory note, dated Sept. 11, 1923

to said part, of the second part for \$726.98

due \$10.00 Sept. 15, 1923 and \$10.00 each week thereafter untill paid.

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

And the first part 1st agree, to keep the buildings insured for \$500.00

In case that the papers for foreclosure are filed, the first part 1st agree, to pay a reasonable attorney fee of \$50.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, their 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, y their heirs and assigns.

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

WITNESSES:

F. Robinson

Henry Simmons

O. H. Compson

Amanda Simmons

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 1923, personally appeared

Henry Simmons

and

to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me, that, he executed the same as, his 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 July 13th, 1926. (Seal)

R. R. Wiem, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 14 day of Sept. 23 10:50 A. M.
Book 424, Page 329

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.