

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

335

BLACK PRINTING CO., TULSA

240334 C.H.J.

THIS INDENTURE, Made this 4 day of September A.D. 1923, between

Earl L. Craig and Rose Mae Craig, husband and wife

of Tulsa

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

Richard Flood

of the second part.

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

Seventeen hundred Thirteen and 08/100

DOLLARS

the receipt whereof is hereby acknowledged, do, by these presents grant, bargain, sell and convey unto said part 1st 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 Lots Fifteen (15) and Sixteen (16) in Block Two (2) College View Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof together with all improvements thereon

This mortgage is a second mortgage subject to a first mortgage of \$1,500.00, to the Tulsa Building & Loan Association.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,70 and issued Receipt No. 1559 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 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

Earl L. Craig and Rose Mae Craig, husband and wife

grantor, have executed and delivered 131 certain promissory note, dated Sept. 4, 1923

to said part 1st of the second part for \$1713.08 consisting of 150 notes for \$13.10 each, and 1 note for \$10.08 One note on the 4th day of each month after date until all of said amount is paid.

with interest at the rate of 10% per centum per annum, payable after maturity.

And the first part 1st agree to keep the buildings insured for \$1000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$150.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st 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 have hereunto set their hand the day and year first above written.

WITNESSES:

Earl L. Craig

Rose Mae Craig

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4 day of September 1923 personally appeared

Earl L. Craig

Rose Mae Craig, his wife,

to me known to be the identical person 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 December 2, 1926. (Seal)

Lula A. Cofer,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 18 day of Sept. 1923 at 3:50 o'clock P. M.

Book 424, Page 335

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.