

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

240363 C.M.J.

THIS INDENTURE, Made this 18th day of September A. D. 1923, between

Wayne Foster and Inez Foster, his wife

of Tulsa

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

S. F. McCluney

of the second part.

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

Seven Hundred Thirty Three and 33/100 (\$733.33)

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 Five (5) in Block Number Fourteen (14) Owen Addition to the city of Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$14.90 and issued
Receipt No. 11565 therefor in payment of mortgage
tax on the within mortgage.
Dated this 19 day of Sept. 1923
W. W. Weaver, 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

First parties

grantor S have executed and delivered their certain promissory note dated 9-18, 1923

to said part 2nd of the second part for \$733.33

due and payable at the rate of \$35.00 per month beginning October 18th, 1923.

with interest at the rate of 8% per centum per annum, payable semi annually.

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

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$10.00 and 10% of any unpaid

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part balance his heirs or as-

signs, 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 2nd 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:

Wayne Foster

Inez Foster

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of September 1923, personally appeared

Wayne Foster and Inez Foster, 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. 14th, 1926. (Seal)

E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Sept. 1923, at 9:00 o'clock A. M.

Book 424, Page 336

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk