

REAL ESTATE MORTGAGE RECORD No. 424

337

240402 C.M.J.
THIS INDENTURE, Made this 17 day of Sept. A.D., 1923, between
William Friese and Fannie T. Friese his wife
of Tulsa County, in the State of Oklahoma, of the first part, and
Bixby State Bank of the second part,
WITNESSETH, That the said part ies of the first part in consideration of the sum of
Three Thousand & No/100 DOLLARS
the receipt whereof is hereby acknowledged, do all by these presents grant, bargain, sell and convey unto said part V of the second part its heirs and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The North Half of the Southwest quarter and lots seven (7) and eight (8) excepting five acres for highway of Section Thirteen (13), Township Seventeen North (17), Range Thirteen (13) East in Tulsa County and the West Seventeen and twenty one tenth acres of lot two Section fourteen (14) Township Seventeen North (17) Range Thirteen East (13)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 60 and issued Receipt No. 11584 therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Sept. 1923

W. W. Searley, County Treasurer

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

William Friese and Fannie T. Friese his wife

grantor, S has executed and delivered one certain promissory note dated Sept. 17, 1923

to said part V of the second part for \$ Three Thousand dollars (\$3000.00) signed by William Friese and Fannie T. Friese his wife

due March 17, 1924

with interest at the rate of eight per centum per annum, payable from maturity

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

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

Now, if said part ies of the first part shall pay or cause to be paid to said part --- 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 --- of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do all hereby waive --- or not waive --- appraisalment, at the option of said second part its heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Wm. Friese

Fannie T. Friest

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17 day of Sept. 19 23 personally appeared

William Friese

Fannie T. Friese 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 May 19, 1927. (Seal)

Clyde Presley,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Sept. 19 23, at 3:30 o'clock P. M.

Book 424, Page 337

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.