

BLACK PRINTING CO., TULSA

240780 C.M.J.

THIS INDENTURE, Made this 16th day of September, A.D. 1923, between

Oliver M. Holliday, Jr. and Laura Holliday, his wife,

of Tulsa, Tulsa

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

Henry S. Condon

of the second part.

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

Four hundred six (\$406.00)

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:

The Westerly Fifty (50) feet of Lot One (1) in Block Twelve (12) of Highland Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$406.00 and issued Receipt No. 11662 therefor in payment of mortgage tax on the within mortgage.

Dated this 25 day of Sept. 1923

W. W. Stuckey, County Treasurer

C. W. White

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

Oliver M. Holliday Jr. and Laura Holliday

grantor, S. had heretofore executed and delivered One certain promissory note dated Sept. 15, 1923

to said part 2nd of the second part for \$406.00

due and payable \$35.00 and interest, monthly, with interest payable semi-annually on all the unpaid principal. Interest to be at the rate of eight per cent. per annum.

with interest at the rate of per centum per annum payable

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 the attorney fee of \$ and the costs of all court proceedings.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 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 2nd of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Oliver M. Holliday Jr.

Laura Holliday

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this

September

1923

personally appeared

Oliver M. Holliday Jr. and Laura Holliday, 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 Feb. 6, 1926. (Seal)

W. A. Setser,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 25 day of September

1923

at 11:40 clock A.

M.

Book 424, Page 343

Brady Brown,

Deputy.

(Seal)

O. R. Weaver,

County Clerk.