

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

240793 O.M.J.

THIS INDENTURE, Made this 11 day of September A. D. 1923, betweenC. J. Jennings and Bessie Jennings (his wife)of Tulsa County, in the State of Oklahoma, of the first part, andHutchison Lumber Company of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum ofOne Hundred Fifty and No/100 DOLLARSthe receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part its heirs andassigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Twenty-two (22) and Twenty-three (23) in Block  
Two (2) Fairview, Second Addition to the city of  
Tulsa, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 02 and issued  
Receipt No. 11676 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 26 day of Sept, 1923

W. W. Sweeney, 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

C. J. Jennings and Bessie Jennings, his wife

grantor S have executed and delivered one certain promissory note dated September 11, 1923.

to said part Y of the second part for \$ One Hundred Fifty Dollars (\$150.00)

due Ten dollars weekly beginning September 22d, 1923 and each week thereafter.

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

And the first part ies agree to keep the buildings insured for \$ 250.00

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 25.00 and no 8

Now, if said part ies of the first part shall pay or cause to be paid to said part Y of the second part, its 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 Y 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 hereby waive or not waive appraisal, 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:

C. J. JenningsBessie Jennings

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa

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

C. J. JenningsBessie Jennings, 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 August 21st, 1927. (Seal)B. P. Campbell, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 25 day of Sept., 1923, at 2:40 o'clock P. M.

Book 424, Page 344 Brady Brown,

(Seal)

O. G. Weaver,

Deputy.

County Clerk.