

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

241143 C.M. J. 29th September A.D. 1923 between
 THIS INDENTURE, Made this day of between
 J. H. Adams and wife Flossie Adams
 of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
 John L. Ward of the second part,
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Fifty Four Hundred (\$5400.00) 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
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots (10) Ten and (11) Eleven Black (1) One Acres Garden
 Addition to the city of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.08 and issued
 Receipt No. 11753 therefor in payment of mortgage
 tax on the within described property.

Given this 1st day of Sept. 1923
 8.13
 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
 J. H. Adams and wife Flossie Adams
 grantor, said part 1st executed and delivered their certain promissory note dated Sept. 29, 1923
 to said part 2nd of the second part for \$ 5400.00 (Fifty-four Hundred Dollars)
 due June 1, 1925.

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 \$ 2000.00
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 500.00
 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 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 con-
 sideration 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 ha VB hereunto set their hand the day and year first above written.
 WITNESSES: J. H. Adams
 Flossie Adams

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
 Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day
 of September 19 23, personally appeared
 J. H. Adams and Flossie Adams his wife and

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 Aug. 14, 1927. (Seal) Alma Dort, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this the 1 day of Oct. 19 23, at 9:30 o'clock A.M.
 Book 424, Page 346
 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk