

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

349

BLACK PRINTING CO. TULSA

241378 C.M.J.

THIS INDENTURE, Made this 29th day of September, A.D., 1923, between
Oba Maxfield and Stephen G. Maxfield, her husband,
of Tulsa County, in the State of Oklahoma, of the first part, and
Mager-Swan Mortgage Co. a corporation of the second part,
WITNESSETH, That the said part ies of the first part in consideration of the sum of
Three Hundred and No/100 DOLLARS
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y of the second part their heirs and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Dot Two (2) in Block Two (2) in Gillett-Hall Addition
to the city of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 96 and issued
Receipt No 11907 therefor in payment of mortgage
tax on the within mortgage.

Dated this 4 day of Oct 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

Oba Maxfield and Stephen G. Maxfield her husband

grantor s ha ve executed and delivered two certain promissory note s dated Sep. 29, 1923
to said part ies of the second part for \$ 300.00 of which one for \$218.75 due November 1st 1923, and
one note for \$81.25 due January 1st 1924 with interest at 10% from date.

with interest at the rate of 10% per centum per annum, payable annually.

And the first part ies agree to keep the buildings insured for \$ 4000.00

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 50.00

Now, if said part ies of the first part shall pay or cause to be paid to said part ies of the second part, their heirs or as-
signs, said sum of money in the above described note s 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 s 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 ies of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said con-
sideration do hereby waive or not waive appraisal, at the option of said second part y, its heirs and assigns.

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

WITNESSES:

Oba Maxfield

Stephen G. Maxfield

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day
of September, 1923, personally appeared

Oba Maxfield

Steven G. Maxfield, her husband

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. 21st, 1927. (Seal)

Everett M. Byers, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 3 day of Oct. 1923 at 3:20 o'clock P. M.
Book 424, Page 349

Brady Brown, Deputy, (Seal)

O. G. Weaver, County Clerk