

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

241464 C.M.J.      October      A.D., 1923, between  
 THIS INDENTURE, Made this 4th day of      Bert Roberts, a single man  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
 Fred D. Bruton      of the second part.  
 WITNESSETH, That the said part Y of the first part in consideration of the sum of  
 Six Hundred Fifty and No/100      DOLLARS  
 the receipt whereof is hereby acknowledged, do SS by these presents grant, bargain, sell and convey unto said part Y 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:

Lot Fifteen (15) in Block Three (3), Lloyd Addition, to Tulsa,  
 Tulsa County, Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued  
 Receipt No. 1817 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 14 day of Oct 1923  
 W. W. Stuckey, 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

Bert Roberts

grantor has executed and delivered one certain promissory note dated Oct. 4th, 1923.

to said part Y of the second part for \$650.00

due in six months from date thereof.

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

And the first part Y agree S to keep the buildings insured for \$3500.00

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$65.00

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

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand the day and year first above written.

WITNESSES:

Bert Roberts

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day  
 of October 1923, personally appeared

Bert Roberts

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he  
 executed the same as his 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 September 8th, 1927. (Seal) C. S. Gorline, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 4 day of Oct. 1923, at 1:40 o'clock P. M.

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Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.