

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

355

241628 C.M.J. Fifth day of October A.D. 1923 between
 THIS INDENTURE, Made this day of between
 Lena E. McAnally and J. B. McAnally her husband
 of Tulsa County, in the State of Oklahoma, of the first part, and
 T. W. Cook of the second part.
 WITNESSETH, That the said part V of the first part in consideration of the sum of
 Seven Thousand & No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V 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 North Seventy Two feet of the West One Hundred Fifty two feet Lot
 Six Block Twenty Six in Park Place Addition to the city of Tulsa,
 Oklahoma.

(Subject to a first mortgage to Gum Brothers for Four Thousand Dollars)

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$1,400 and issued
 Receipt No. 11827 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Oct 1923
 W. W. Stacey, County Treasurer
 S.B. 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
 Lena E. McAnally and J. B. McAnally her husband
 grantor ss ha vs executed and delivered, one certain promissory note, dated October 5th, 1923,
 to said part V of the second part for \$ Seven Thousand Dollars
 due October 5th, 1924.

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

And the first part ss agree to keep the buildings insured for \$ 7000.00
 In case that the papers for foreclosure are filed, the first part ss agree to pay a reasonable attorney fee of \$ Seven Hundred Dollars
 Now, if said part ss of the first part shall pay or cause to be paid to said part V 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 V of the second part shall be entitled to the possession of said premises. And the said part ss of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part ss of the first part ha vs hereunto set their hand the day and year first above written.
 WITNESSES: Lena E. McAnally
 J. B. McAnally

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
 Before me, the undersigned, a Notary Public, in and for said County and State on this 6 day
 of Oct. 1923 personally appeared
 Lena E. McAnally & J. B. McAnally and
 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 10-31-1923 (Seal) Caroline Baker, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this 8 day of Oct. 1923 at 9:00 o'clock A.M.
 Book 424, Page 355
 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk