

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

241629 C.M.J.

THIS INDENTURE, Made this 29th day of September A.D. 1923, between

Neil G. Grubb and Leland Grubb, his wife

of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
W. I. Williams, as trustee of Edna Scott,

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Three thousand four hundred and fifty (\$3450.) 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 heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Seven (7), Block thirteen (13), Sunset Park Addition to the city of Tulsa, according to the recorded plat of said Addition.

This mortgage is subject to a mortgage of \$15,000.00 executed December 20, 1922, by Neil G. Grubb and Leland Grubb, his wife, to Title Guarantee & Trust Company of Tulsa, Oklahoma, and due December 20, 1924, and bearing interest at eight per cent per annum, payable semi-annually from date of execution, which mortgage is now of record in the office of the county clerk of Tulsa County, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$3450.00 and issued Receipt No. 11851 in payment of mortgage on the within mortgage.

Dated this 8 day of Oct., 1923

W. W. Slocum, 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

Neil G. Grubb and Leland Grubb, his wife,

grantor 1st ha 2nd executed and delivered their certain promissory note dated Sept. 29, 1923

to said part 2nd of the second part for \$3450.00

due January 2nd, 1924

from September 29, 1923,

with interest at the rate of eight per centum per annum, payable

And the first part 1st agree to keep the buildings insured for \$25,000.00

or placed in the hands of an attorney for collection \$10.00 and 10% of the amount the aforesaid indebtedness

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 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 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 consideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

Neil G. Grubb

Leland Grubb

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 1923 personally appeared

Neil G. Grubb

Leland Grubb, his wife,

to me known to be the identical person 1st 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 Jan. 26, 1926. (Seal)

Richard Perry, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 8 day of Oct. 1923 at 9:00 o'clock A.M.

Book 424, Page 356

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.