

# REAL ESTATE MORTGAGE RECORD No. 424

357

BLACK PRINTING CO. TULSA

241796 C.M.J. Sixth day of October 23  
THIS INDENTURE, Made this day of A. D., 1923, between  
Frank C. Moreau, a single man  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Mark J. Perrott of the second part.  
WITNESSETH, That the said part Y. of the first part in consideration of the sum of  
Five Hundred 00/100 DOLLARS  
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y. of the second part his heirs and  
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot 2, in Block 11 of Terrace Drive Addition to  
the city of Tulsa, Okla. according to the recorded plat  
thereof.

## TREASURER'S ENCLOSUREMENT

I hereby certify that I received \$10 and issued  
Receipt No. 11898 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 10 day of Oct., 1923

W. W. Stackey, 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

Frank C. Moreau

grantor ha S. executed and delivered his certain promissory note dated Oct. 6, 1923  
to said part Y. of the second part for \$ Five Hundred Dollars (\$500.00) due in installments of  
\$41.67 with interest at the rate of eight per cent on unpaid balance. This mortgage  
is subject to a first mortgage to Leonard & Braniff for \$4000.00

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

And the first part Y. agree S. to keep the buildings insured for \$ 5500.00

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

Now, if said part Y. of the first part shall pay or cause to be paid to said part Y. of the second part, Y. his  
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 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 con-  
sideration do S. hereby waive or not waive appraisalment, at the option of said second part Y. his heirs and assigns.

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

WITNESSES:

Frank C. Moreau

## ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th  
day of October 1923, personally appeared

Frank C. Moreau

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 Sept. 10, 1924. (Seal)

E. M. Wotty,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 9 day of Oct. 1923, at 4:00 o'clock P. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.