

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

359

BLACK PRINTING CO. TULSA

241999 C.M.J.

THIS INDENTURE, Made this Eleventh day of October A.D., 1923, between

Pat McMullen and Maie McMullen, his wife

of Tulsa

County, in the State of Oklahoma, of the first part, and

I. J. Underwood, Trustee

of the second part.

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

Three Hundred Sixteen and 50/100

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:

Lots Twenty-one (21) and Twenty-two (22), Block Eleven (11) Overlook Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued Receipt No. 11932 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Oct, 1923

W. W. Stacey, County Treasurer

B. Quinn
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

Pat McMullen and Maie McMullen, his wife

grantor S have executed and delivered one certain promissory note dated October 11, 1923

to said party of the second part for \$ Three Hundred Sixteen and 50/100 Dollars

due October 11, 1924.

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

And the first part ies agree to keep the buildings insured for \$ 300.00

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 100.00

Now, if said part ies 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 ies of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y, his 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:

H. F. Newblock

Mary W. Lowe

Pat McMullen

Maie McMullen

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this Eleventh day of October 19 23, personally appeared

Pat McMullen

Maie McMullen, his wife

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 May 29th, 1926. (Seal)

Mrs. Clara W. Harwood Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 11 day of Oct. 19 23 4:20 o'clock P. M.

Book 424, Page 359

Brady Brown Deputy. (Seal)

O. G. Weaver

County Clerk.