

REAL ESTATE MORTGAGE RECORD No. 424

242079 C. M. J. THIS INDENTURE, Made this 1st day of August A. D. 1923, between
A. B. Fleming and Annie N. Fleming, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
J. M. Gillette of the second part.
 WITNESSETH, That the said part ies of the first part in consideration of the sum of
Three hundred fourteen and 90/100 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:

The northerly forty (40) feet of the westerly seventy-five (75)
 feet of Lot four (4), Block One Hundred (100) original town
 of Tulsa, Oklahoma, according to the recorded plat thereof.

11963
 Dated the 15 day of Oct 1923
J. B.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in
 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said
A. B. Fleming and Annie N. Fleming, his wife
 grantor S ha ve executed and delivered nine certain promissory note S dated Aug. 1, 1923
 to said part Y of the second part for \$ Three hundred fourteen and 90/100. These notes, 8 are for \$35.00
 and one note for \$25.00 with interest computed on each note
 due monthly, on the first day of each month.

with interest at the rate of 8 per centum per annum, payable annually.

And the first part ies agree to keep the buildings insured for \$ 2500.00
 In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 15.00 and 10%
 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 as-
 signs, said sum of money in the above described note S 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 con-
 sideration 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:

A. B. Fleming

Anne N. Fleming

ACKNOWLEDGEMENT

STATE OF Kansas COUNTY OF Reno ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28 day
 of July, 1923 personally appeared

A. B. Fleming

Anne N. Fleming

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 Sept. 17, 1925. (Seal) Jno. E. Peters, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 13 day of Oct, 1923, at 9:00 o'clock A. M.

Book 424, Page 360 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.