

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

363

BLACK PRINTING CO. TULSA

242175 C.M.J. THIS INDENTURE, Made this 21st day of September A.D., 1923, between
E. H. Bishop and Nelle M. Bishop, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and
S.W. Mitchell of the second part.
WITNESSETH, That the said parties of the first part in consideration of the sum of
Two hundred (\$200.00) DOLLARS
the receipt whereof is hereby acknowledged, do 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:

Lot Twenty-six (26) in Block Six (6) of Meadowbrook Second
Addition to Tulsa, Oklahoma, the same being a re-subdivision
of all of Blocks Six (6) and Seven (7) of Acre Gardens Addition
to Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 200.00 and issued
Receipt No. 11941 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of Oct, 1923
W. W. Steiner, S.B. 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
E. H. Bishop and Nelle M. Bishop
grantor S ha ve executed and delivered one certain promissory note dated Sept. 21, 1923.
to said part V of the second part for \$ 200.00
due September 21st, 1924.

with interest at the rate of eight per centum per annum, payable semi-annually.

And the first parties agree to keep the buildings insured for \$ 1500.00
In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$ in addition to all other
Now, if said part ies of the first part shall pay or cause to be paid to said part V of the second part, statutory fees. 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 parties of the first part for said con-
sideration do hereby waive or not waive appraisalment, at the option of said second part V his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.
WITNESSES: E. H. Bishop
Nelle M. Bishop

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day
of October, 1923, personally appeared
E. H. Bishop and Nelle M. Bishop, his wife and

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 March 20, 1927. (Seal) Fred W. Steiner, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 15 day of Oct., 1923, at 3:10 o'clock P.M.
Book 424, Page 363
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.