

Smith  
Graham

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

365

BLACK PRINTING CO. TULSA

242232 C.M.J.

THIS INDENTURE, Made this 2 day of October A.D. 1923, between

O. O. Murray and Addie Murray husband and wife

of Tulsa

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

A. H. Lee

of the second part.

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

One Dollar and other considerations

DOLLARS

the receipt whereof is hereby acknowledged, do ss. by these presents grant, bargain, sell and convey unto said part 1st of the second part V. heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot four (4) and the South four (4) feet of Lot three (3) in Block nine (9) Factory Addition to the city of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof; having a frontage of thirty eight (38) feet on the West side of Quaker Avenue, by one hundred thirty (130) feet deep, also the north half of the alley line between lot four (4) in block nine (9) Factory Addition and lot one (1) in Block One (1) in East Lynn Addition to the city of Tulsa. Said North half of the said alley having a frontage of eight (8) feet on the West side of Quaker Avenue, by a depth of one hundred thirty (130) feet.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$18 and issued Receipt No. 12011 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Oct 1923

W. W. Sweeney, County Treasurer

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 parties of the first part

grantor S. has executed and delivered 21 (21) certain promissory note S. dated Oct. 2, 1923

to said part V. of the second part for \$ 860.00 of which (20) notes are for (\$40.00) each and (1) note is for (\$60.00) first note due and payable Nov. 2, 1923 and one due and payable on the 2nd day of each and every month thereafter untill the full amount is paid.

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

And the first part 1st agrees to keep the buildings insured for \$ - - - a reasonable

In case that the papers for foreclosure are filed, the first part 1st agrees S. to pay an attorney fee of \$ 10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part V. of the second part, heirs or assigns, 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 for 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 part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part their heirs and assigns.

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

WITNESSES:

O. O. Murray

Addie Murray

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of Oct. 1923, personally appeared

O. O. Murray

Addie Murray, his wife

to me known to be the identical person 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 June 16, 1927. (Seal)

Nettie J. Powell,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 16 day of Oct.

1923, at 11:00 clock A. M.

Book 424, Page 365

Brady Brown

Deputy

(Seal)

O. G. Weaver

County Clerk