

REAL ESTATE MORTGAGE RECORD No. 424

367

Black Printing Co. Tulsa

242264 G.M.J. 12th day of October A.D. 1923 between
 THIS INDENTURE, Made this 12th day of October A.D. 1923 between
 J. Holiway and Ruby P. Holiway
 of Tulsa County, in the State of Oklahoma, of the first part, and
 Hutchison Lumber Company of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Five Hundred and 00/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part their and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Seven (7) Block Eight (8) East Lynn Addition to the
 City of Tulsa, Okla. subject to first mortgage of \$10,000.00
 to the Oklahoma City Building & Loan Company.

RECEIVED FOR PAYMENT
 I hereby certify that on 10 and interest
 Received 11298 for payment of mortgage
 tax on the within mortgage.
 Dated this 16 day of Oct 1923
 W. W. Stacey, County Treasurer
 B. Guinn
 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

grantor ha executed and delivered a certain promissory note dated October 12, 1923
 to said part 2nd of the second part for \$ Five Hundred Dollars
 due Ten Months.

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

And the first part 1st agree to keep the buildings insured for \$14,000.00
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$25.00 plus 10%
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, their 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 1st the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part 2nd their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha. 2nd hereunto set their hand the day and year first above written.

WITNESSES:

B. P. Campbell

J. Holiway

R. S. Snow

Ruby P. Holiway

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day
 of October 1923, personally appeared

J. Holiway

Ruby P. Holiway, husband & 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 Oct. 11th, 1925. (Seal)

F. B. Jordan,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 16 day of Oct.

1923 at 3:40 o'clock P. M.

Book 424, Page 367

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.