

REAL ESTATE MORTGAGE RECORD No. 424

37

BLACK PRINTING CO. TULSA

COMPARED

218573 C.M.J.

THIS INDENTURE, Made this 15th day of December

A. D., 1922, between

Julia A. Fletcher

of Tulsa

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

Harry M. Hopkins

WITNESSETH, That the said part Y of the first part in consideration of the sum of

TWO THOUSAND FIVE HUNDRED SEVENTY-SEVEN

DOLLARS

the receipt whereof is hereby acknowledged, do SS 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 East Forty (40) feet of the West Eighty (80) feet of Lots One (1), Two (2), Three (3) and Four (4), Block 16, Berry Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a certain Three Thousand Dollar Mortgage (\$3000.00) bearing date of December 9th, 1922 and executed by Julia A. Fletcher in favor of Bettie C. Safford.

I hereby certify that I received \$1,000.00 and issued Receipt No. 71,322-100 in payment of mortgage tax on the within mortgage.

Dated this 15 day of April 1923

WAYNE L. DICKY, County 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

Julia A. Fletcher

grantor ha SS executed and delivered twenty-five certain promissory note S dated Dec. 15, 1922

to said part Y of the second part for \$2,577.00, payable as follows: 24 of which are payable at the rate of \$100.00 per month, first note payable January 15, 1923, and one note each successive month thereafter until 24 have been paid, and the 25th note for \$177.00 payable the following month. Interest to be paid monthly with each note, then accrued interest to be paid annually. Interest rate to be eight (8) per cent per annum.

with interest the rate of per centum per annum payable

And the first part Y agree S to keep the buildings insured for \$ sufficient amount to cover this mortgage.

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

Now, if said part Y 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 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 Y of the first part for said consideration do SS hereby waive or not waive appraisement, at the option of said second part Y his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereto set her hand the day and year first above written.

WITNESSES:

Julia A. Fletcher

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of December, 1922, personally appeared

Julia A. Fletcher

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she

executed the same as her 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 11, 1926. (Seal)

W. M. Hough,

Notary Public

STATE OF OKLAHOMA, Tulsa County, SS.

Filed for record this 9 day of Jan.

1923 at 11:10 o'clock A. M.

Book 424, Page 37

Brady Brown

Deputy. (Seal)

O. G. Weaver,

County Clerk.