

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

242844 C.M.J.

THIS INDENTURE, Made this 8th day of September

A. D. 1923, between

Edward Rau and Mollie Rau, his wife

of Tulsa

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

Exchange Trust Company, Trustee

of the second part.

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

Eight Hundred (\$800.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot numbered ten (10), in Block numbered eleven (11), Summit Heights Addition to the city of Tulsa, Oklahoma; according to the recorded plat thereof as filed for record in the Office of the County Clerk within and for Tulsa County Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$6.00 and issued Receipt No. 12131 therefor in payment of mortgage tax on the within mortgage.

Dated this 23 day of Oct 1923

W. W. Stuckey, 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

Above parties of the first part

grantors ha 2nd executed and delivered a certain promissory note dated Sept. 8th, 1923

to said part 2nd of the second part for \$800.00

due at the rate of Fifteen (\$15.00) dollars per month, due on or before the 10th day of each month, 1st payment to become due September 10th, 1923.

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

And the first part 1st agree to keep the buildings insured for \$80.00 a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$80.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part its heirs or assigns, 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 2nd 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 2nd its 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:

Edward Rau

Mollie Rau

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of September 19 23, personally appeared

Edward Rau

Mollie Rau, 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 Dec. 11, 1923. (Seal)

Forrest C. Welch, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 23 day of Oct.

19 23 at 9:50 o'clock A. M.

Book 424, Page 372

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.