

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

375

BLANK FILING CO. TULSA

243074 C.M.J.

THIS INDENTURE, Made this 25th day of October A.D., 1923, between
J. F. Dowson

of Tulsa County, in the State of Oklahoma, of the first part, and
Jno. L. Ward of the second part.

WITNESSETH, That the said part V. of the first part in consideration of the sum of
Nine Hundred and Fifty (\$950.00) DOLLARS
the receipt whereof is hereby acknowledged, do SS 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:

East 20 ft. of West 65 ft. of Lots 5 and 6 Block 108
original townsite of the City of Tulsa, Tulsa County,
Oklahoma, according to the recorded platt thereof.
This property is no part of my homestead and is clear
and in my name.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 18 and have
Receipt No. 12189 thereon in payment of mortgage
tax on the within instrument
Dated 26 Oct. 1923
S.B.

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
J. F. Dowson

grantor ha S executed and delivered one certain promissory note dated Oct. 25, 1923
to said part V. of the second part for \$ 950.00
due in ninety days from date.

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

And the first part V agree S to keep the buildings insured for \$ 3000.00

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

Now, if said part V 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 -- 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 part V of the first part for said consideration do hereby waive or not waive -- appraisalment, at the option of said second part V -- heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part ha S hereunto set his hand the day and year first above written,
Jay F. Dowson

WITNESSES:

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day
of October 19 23, personally appeared
J. F. Dowson and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he
executed the same as his 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 Sept. 10th, 1927. (Seal) Dorothy Lawton Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 25 day of Oct. 19 23, at 4:50 o'clock P. M.
Book 424, Page 375
Brady Brown Deputy. (Seal) O. G. Weaver County Clerk.