

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

243119 C.M.J.

THIS INDENTURE, Made this 24th day of August, A.D. 1923, between

J. J. Elmore & Hattie May Elmore, his wife

of Tulsa

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

Chas. T. Abbott, a single man & Chas. T. Abbott, Trustees of the second part.

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

Six Hundred & twenty-five (\$625.00)

DOLLARS

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

Lot numbered twenty-four (24), in Block numbered Eight (8) East Lawn Addition to 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 \$36 and issued Receipt No. 2208 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Oct 1923

W. W. Shackley, 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

grantor, has executed and delivered, a certain promissory note dated Aug. 24th, 1923

to said parties of the second part for \$ 625.00

due at the rate of Fifteen (\$15.00) per month on or before the first of each and every month from date.

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

And the first parties agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first parties agree to pay an attorney fee of \$ 62.50

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisement, at the option of said second parties, their heirs and assigns.

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

WITNESSES:

J. J. Elmore

Hattie May Elmore

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day of August, 1923 personally appeared

J. J. Elmore & Hattie May Elmore, 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 15th, 1926. (Seal)

Guy W. Settle,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 26 day of Oct.

1923, at 3:30 o'clock P.

Book 424, Page

376 Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.