

REAL ESTATE MORTGAGE RECORD No. 424

218640 GH

BLACK PRINTING CO. TULSA

COMPARED

THIS INDENTURE, Made this 5th day of Jan. A. D. 1923, between
Tena Henson a single woman
 of Tulsa County, in the State of Oklahoma, of the first part, and
C. H. Overton of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of
One Hundred Twenty DOLLARS
 the receipt whereof is hereby acknowledged, do 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:

Lot Four (4) Block Eight (8) College Addition to the
City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 120.00 and issued
 Receipt No. 7132 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 10 day of Jan 1923
WAYNE L. DICKEY, County Treasurer

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
Tena Henson

grantor ha S executed and delivered one certain promissory note dated Jan. 5th 1923
 to said part Y of the second part for \$ One Hundred Twenty (\$120.00)

due in installments of \$10.00 per month, beginning, Feb. 5th 1923

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

And the first part agrees to keep the buildings insured for \$ a reasonable
 In case that the papers for foreclosure are filed, the first part Y agree to pay an attorney fee of \$ 10.00 and 10%
 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 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 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 con-
 sideration do ag hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

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

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 5th day
 of Jan, 1923 personally appeared

Tena Henson a single woman 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 Jan. 15th 1926 (SEAL) H. H. Price Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 10th day of Jan, 1923 at 10:30 o'clock A M.

Book 424, Page 38 (SEAL) O. G. Weaver

Brady Brown Deputy, County Clerk.