

COMPALED

REAL ESTATE MORTGAGE RECORD No. 424 383

BLACK PRINTING CO. TULSA

243632 C.M.J.

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

E. V. Garland and Harriet S. Garland

of Tulsa

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

Hutchison Lumber Company

of the second part.

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

Nine Hundred Eighty-six and 33/100

DOLLARS

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

Lot Forty-four (44) Block Two (2) Resubdivision of part
Block Five (5) Terrace Drive Addition to City of Tulsa,
Tulsa County, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued
Revenue 12277 and a receipt of mortgage
tax on the within mortgage.
Dated this 3 day of Nov. 1923
W. W. S. County Treasurer
S.B. 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

grantor 1st ha 2nd executed and delivered a certain promissory note dated October 25, 1923.

to said part 2nd of the second part for \$ Nine Hundred Eighty-six and 33/100
due on or before six months

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

And the first part agree to keep the buildings insured for \$ 10500.00

In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ 50.00 and 10%

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 thereunto set their hand the day and year first above written.

WITNESSES:

E. V. Garland

Harriet S. Garland

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of October 1923, personally appeared

E. V. Garland and Harriet S. Garland, his wife,

and

to me known to be the identical person 1st 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 August 19th, 1926. (Seal)

Harry L. Jenkins

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 2 day of November 1923, at 2:10 o'clock P. M.

Book 424, Page 383

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.