

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424

385

BLACK PRINTING CO. TULSA

243933 C.M.J.

THIS INDENTURE, Made this 30th day of October A.D., 1923, between

H. A. Davis

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

Alvin F. White

of the second part.

WITNESSETH, That the said part V. of the first part in consideration of the sum of

One Thousand and No/100

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:

Lot Eleven (11) in Block Eight (8), Sperry, Oklahoma,  
according to the recorded plat thereof;

(The above land is no part of the homestead of the grantor)

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued  
Receipt No. 12327 thereon in payment of mortgage  
tax on the within mortgage.

Dated this 7 day of Nov, 1923

W. W. Mosley, 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 H. A. Davis

grantor ha. S. executed and delivered ONE certain promissory note dated October 30, 1923.

to said part V. of the second part for \$ 1000.00

due two years after date.

with interest at the rate of 10 per centum per annum, payable annually.

And the first part V. agree S. to keep the buildings insured for \$ 500.00

In case that 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 V. 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 SS. hereby waive or not waive appraisalment, at the option of said second part V. his 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.

WITNESSES:

H. A. Davis

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 30 day of October, 1923, personally appeared

H. A. Davis

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 Oct. 25, 1924. (Seal)

I. H. Taylor,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 6 day of November

1923, at 3:20 o'clock P. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.