

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

244073 C.M.J.

THIS INDENTURE, Made this 7th day of Nov. A.D. 1923, between

A. J. Elliott and Clara E. Elliott his wife

of Tulsa

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

First National Bank in Kiefer

of the second part,

WITNESSETH, That the said parties of the first part in consideration of the sum of \$2500.00

Twenty five hundred

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part its heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of lots Sixteen (16) and Seventeen (17) in Block Five  
(5) in the original town Jenks, Tulsa County, Oklahoma,  
according to the U.S. survey thereof, together with all  
improvements thereon.

## ENDORSEMENT

I have received \$50 and issued  
Receipt 12360 in full payment of mortgage  
tax on the within mortgage.

Dated this 9th day of Nov. 1923

W. W. Sweeney, 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

A. J. Elliott &amp; Clara E. Elliott, his wife

grantor have executed and delivered two certain promissory notes dated Nov. 7, 1923

to said party of the second part for \$2500.00 due as: \$1000.00 90 days, \$1500.00 six months after  
date, ten per cent interest from mty.

with interest at the rate of ten per centum per annum, payable

And the first parties agree to keep the buildings insured for \$2000.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$250.00

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 appraisal, at the option of said second part its 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:

A. J. Elliott

Clara E. Elliott

## ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Creek ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of Nov. 1923, personally appeared

A. J. Elliott

Clara E. Elliott, his wife

to me known to be the identical persons 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 Feb. 10, 1927. (Seal)

Georgia B. Moore, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8 day of Oct. 1923, at 10:10 clock A.M.

Book 424, Page 386 Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.