

Black Printing Co., Tulsa

244075 C.H.J.

THIS INDENTURE, Made this 29th day of September A.D. 1923, between

Mary M. Dunlap and Roy W. Dunlap, wife and husband

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

J. L. Essley

of the second part.

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

Three Thousand and No/100 (\$3000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Nine (9) in Block Four (4) in the town of North Tulsa, now an addition to the City of Tulsa, Oklahoma, according to the record plat thereof together with a strip of land Twenty feet (20) in width on the East line of said lot and being on the West line of Boulder Avenue, vacated by the city of Tulsa, Oklahoma under Ordinance #1138, approved by the City of Tulsa, Oklahoma on the 20th day of May, 1913.

RECEIPT FOR PAYMENT

I have received from you \$1,80 and interest
Receipt # 12348

Dated this 8 day of Nov. 1923

W. W. Mackey, Cashier

J.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

Mary M. Dunlap and Roy W. Dunlap, wife and husband

grantor s ha. ye executed and delivered s certain promissory note dated Sept. 29, 1923

to said part 2nd of the second part for \$ 3000.00 (Three Thousand Dollars)

due September 29th, 1926.

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

And the first part 1st agree to keep the buildings insured for \$ 3000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his 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 appraisal, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Mrs. Derrell Waggoner

Mary M. Dunlap

Roy W. W. Dunlap

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day

of September 19 23 personally appeared

Mary M. Dunlap and Roy W. Dunlap, wife and husband

and

to me known to be the identical person s 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 Apr. 3, 1927. (Seal)

Lois Greene

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Nov.

23

10:10

A.

Filed for record this the 8 day of

Book 424, Page 387

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk.