

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

389

BLACK PRINTING CO. - TULSA

244176 C.M.J.

THIS INDENTURE, Made this 2 day of October A.D., 1923, between

E. H. Short and Mae F. Short husband and wife

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

O. O. Murray

of the second part.

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

One Dollar and other considerations/

DOLLARS

the receipt whereof is hereby acknowledged, do ss 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) and the South four (4) feet of Lot Three (3) in Block Nine (9) Factory Addition to the city of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof; having a frontage of thirty eight (38) feet on the West side of Quaker Avenue, by one hundred thirty (130) feet deep, also the north half of the alley line between lot four (4) in block nine (9) Factory Addition and lot one (1) in Block one (1) in East Lynn Addition to the city of Tulsa, Said North half of the said alley having a frontage of eight (8) feet on the west side of Quaker Avenue, by a depth of one hundred thirty (130) feet.

ENDORSEMENT
12376
10 Nov 1923
W. W. BAKER, COUNTY CLERK
S.B.

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

parties of the first part

grantor S has executed and delivered 83 certain promissory note S dated Oct. 13, 1923

to said part Y of the second part for \$ 1245.00 of which 83 notes are for Fifteen Dollars (\$15.00) each. First note due and payable Nov-13-1923. And one note due and payable on the 13th day of each and every month thereafter untill the full amount is paid.

with interest at the rate of eight per centum per annum, payable monthly with each note.

And the first part 1st agree S to keep the buildings insured for \$ a reasonable 10.00 and 10%

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

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, their heirs or assigns, said sum of money in the above described note S, 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 parties of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

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

WITNESSES:

E. H. Short

Mae F. Short

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day

of Oct. 19 23, personally appeared

E. H. Short

and

May L. Short, his wife,

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 June 18, 1927. (Seal)

Nettie J. Powell

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 9 day of Nov.

19 23 at 11:25 clock A. M.

Book 424, Page 389

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.