

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

244353 C.M.J. 10th day of November A.D. 1923, between

E. N. Holmes and Grace Naylor Holmes

of Tulsa

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

Josephine P. Walters

of the second part.

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

Sixty Five Hundred (\$6500.00)

DOLLARS

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

Lot Twenty-two (22), in Block Five (5), in Ridgewood Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.90 and issued Receipt No. 12415 thereon in payment of mortgage tax on the within mortgage.

Dated this 14 day of Nov, 1923

W. W. Stuckey, 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

E. N. Holmes and Grace Naylor Holmes

grantor S ha VA executed and delivered One certain promissory note dated Nov. 10, 1923

to said part Y of the second part for \$ 6500.00

due November 10th, 1926.

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

And the first part agrees to keep the buildings insured for \$ 8500.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 650.00

Now, if said part is of the first part shall pay or cause to be paid to said part Y of the second part, her 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 Y of the second part shall be entitled to the possession of said premises. And the said part is of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y, her heirs and assigns.

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

WITNESSES:

E. N. Holmes

Grace Naylor Holmes

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of November, 1923, personally appeared E. N. Holmes

Grace Naylor Holmes

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 Feb. 1, 1927. (Seal)

M. W. Turner,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 13 day of November, 1923, at 11:50 clock A. M.

Book 424, Page 392

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.