

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

BLACK PRINTING CO. TULSA

216955

O.M.J.

18th December

A.D. 1922

THIS INDENTURE, Made this 18th day of December A.D. 1922, between

F. E. Turnbaugh, and Hazel S. Turnbaugh, his wife

of Tulsa

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

R. C. Jopling

of the second part.

WITNESSETH, That the said part^{ies} of the first part in consideration of the sum of

Seventeen hundred and fifty (\$1,750.00)

DOLLARS

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

The South 46 feet of the North 93 feet of Lots 7 & 8 in Block 20 of Irving Place Addition to the City of Tulsa, according to the recorded plat thereof.

This mortgage is given and accepted, subject to a prior mortgage in the amount of \$2,000.00 to the Mortgage Bond Co. of New York which shall be a prior lien against this property, which mortgage is dated December 14, 1922.

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

F. E. Turnbaugh and Hazel S. Turnbaugh

grantor^s ha^{ve} executed and delivered certain promissory note^s dated Dec. 18th, 1922

to said part^y of the second part for \$ 1,750.00

Twelve notes of \$35.00 each due one each month, 1 to 12 months from date
 Twelve notes of \$40.00 each due one each month 13 to 24 Months from date
 eleven notes of \$50.00 each due one each month 24 to 35 months from date
 One note of \$300.00 due thirty six months from date.
 with interest at the rate of 9 per centum per annum, payable monthly.

And the first part^{ies} agree to keep the buildings insured for \$ 4,000.00

In case that the papers for foreclosure are filed, the first part^y agree to pay a reasonable attorney fee of \$ 175.00

Now, if said part^{ies} of the first part shall pay or cause to be paid to said part^y of the second part, his 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 part^{ies} of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part^y heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part ha^{ve} hereunto set their hand the day and year first above written.

WITNESSES:

F. E. Turnbaugh

Hazel S. Turnbaugh

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of December 1922, personally appeared F. E. Turnbaugh and Hazel S. Turnbaugh 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 Dec. 17, 1925. (Seal)

Nola Chapman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Dec.

1922

at

4:55 o'clock

P. M.

Filed for record this the 4

(Seal)

O. D. Jawson,

County Clerk

F. Delman,

Deputy.

THE TULSA COUNTY EMPLOYMENT
 I hereby certify that I received \$1.00 and listed
 Receipt No. 6837 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 19 day of Dec. 1922
 WAYNE L. DICKER, County Treasurer
 S. J. J.