

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

401

244623 C.M.J. 15th August A.D., 1923
 THIS INDENTURE, Made this day of between
 Mrs. Sarah Cronin and John Cronin, her husband,
 of Tulsa County, in the State of Oklahoma, of the first part, and
 Frank M. Wooden of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Fifteen Hundred 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:

All of Lot Five (5) in Block Eight (8), Wakefield Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

It is understood and agreed by and between the parties hereto, this mortgage shall be subject and inferior to a certain mortgage to the Farm and Home Savings and Loan Association of Missouri, in the original sum of \$3000.00, dated March 20th, 1923, and which mortgage is payable in 120 monthly installments of \$57.30 each.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$22 and issued Receipt No. 12478 therefor in payment of mortgage on the within mortgage.
 Made this 17 day of Nov., 1923
 W. W. Stanley, County Treasurer
 S.B.
 Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said
 Mrs. Sarah Cronin and John Cronin, her husband,
 grant to said part 2nd of the second part for \$1500.00
 due August 15th, 1924,

with interest at the rate of eight 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 \$150.00
 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 appraisalment, at the option of said second part his heirs and assigns.
 IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand the day and year first above written.

WITNESSES:
 Mrs. Sarah Cronin
 John Cronin

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
 Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of August 1923, personally appeared
 Mrs. Sarah Cronin and John Cronin, her husband and

to me known to be the identical person 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 July 16th, 1924. (Seal) Mary M. Miller, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this 16 day of Nov. 1923, at 2:00 o'clock P.M.
 Book 424, Page 401
 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk