

# REAL ESTATE MORTGAGE RECORD No. 424

403

BLACK PRINTING CO. TULSA

244859 C.M.J.

THIS INDENTURE, Made this 17th day of November A.D. 1923, between

Hazel D. Rice and C. E. Rice, her husband,

Tulsa

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

John H. Osborn,

of the second part.

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

Two Thousand & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 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 Numbered Five (5) in Block Numbered Four (4)  
Reservoir Hill Addition to the City of Tulsa,  
Tulsa County, Oklahoma, as shown by the recorded  
plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$20.00 and issued  
Receipt No. 2513 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 19th day of Nov. 1923

W. W. Slocum, 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

Hazel D. Rice and C. E. Rice, her husband

grantor, s/he, he, she, executed and delivered, s/he, certain promissory note, dated Nov. 7, 1923

to said party of the second part for \$2000.00

due November 17, 1925.

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

And the first parties agree to keep the buildings insured for \$2500.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$10.00 and 10% of any unpaid  
balance. his

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

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

WITNESSES:

Hazel D. Rice

C. E. Rice

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of November 1923, personally appeared

Hazel D. Rice

C. E. Rice, her husband

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 Sept. 14, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of November 1923 at 4:20 o'clock P. M.

Book 424, Page

Brady Brown,

Deputy.

(Seal)

O. C. Weaver,

County Clerk.