

REAL ESTATE MORTGAGE RECORD No. 424

405

BLACK PRINTING CO. TULSA

244993 C.M.J.
THIS INDENTURE, Made this 16 day of Nov. A. D. 1923, between
Wm. Friese and Fannie T. Friese his wife
of Tulsa County, in the State of Oklahoma, of the first part, and
Bixby State Bank, a corporation of the second part.
WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Two thousand & No/100 DOLLARS
the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part its heirs and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The North West quarter (NW $\frac{1}{4}$) of the South West quarter (SW $\frac{1}{4}$)
of Section Thirteen (13), Township seventeen (17), Range
thirteen (13) East 1.M., and situated in Tulsa County, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued
Receipt No. 12601 for payment of mortgage
tax on the within mortgage.
Dated this 22 day of Nov. 1923
W. W. Shockey, 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

Wm. Friese and Fannie T. Friese his wife
grantor S have executed and delivered one certain promissory note dated Nov. 16, 1923
to said part V of the second part for \$ Two thousand dollars (\$2,000.00) signed by Wm. Friese and
Fannie T. Friese his wife

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

And the first part ies agree S to keep the buildings insured for \$ 2,000.00
In case that the papers for foreclosure are filed, the first part ies agree a reasonable to pay an attorney fee of \$ 200.00
Now, if said part ies of the first part shall pay or cause to be paid to said part V of the second part its heirs or as-
signs, 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 V of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said con-
sideration do hereby waive or not waive appraisalment, at the option of said second part V, its heirs and assigns.

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

WITNESSES:

Wm. Friese

Fannie T. Friese

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

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

Wm. Friese

Fannie T. Friese, 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 May 19th, 1927. (Seal) Clyde Presley, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 21 day of Nov. 1923 at 1:20 o'clock P. M.
Book 424, Page 405 Brady Brown, (Seal) O. G. Weaver,
Deputy County Clerk.