

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

245313 O. F. J. 21st November A. D. 1923 between
 THIS INDENTURE, Made this 21st day of November A. D. 1923 between
 O. F. Lawless and Ada M. Lawless, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
 William Young of the second part.
 WITNESSETH, That the said parties of the first part in consideration of the sum of
 Seven Hundred and No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do hereby 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 Eighteen (18) Perryman Heights Addition to the city of Tulsa,
 Tulsa County, Oklahoma, according to the recorded plat thereof.

This Mortgage is given as a second mortgage and in lieu of a first
 Mortgage of Twenty Two Hundred and Fifty Dollars, (\$2250.00) payable
 to the Tulsa Home and Building Loan Association of Tulsa, Tulsa County,
 Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$28 and issued
 Receipt No. 2640 therefor in payment of mortgage
 made on the within mortgage.

Witness my hand and seal, 24th day of Nov., 1923

W. W. Singler, 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

O. F. Lawless and Ada M. Lawless his wife
 grantor, has executed and delivered, a certain promissory note, dated 11/21 1923.
 to said party of the second part for \$ Seven Hundred Dollars, (\$700.00)

due May 21st, 1924, \$100.00 Nov. 21st 1924, \$100.00, May 21st, 1925 \$100.00 Nov. 21st,
 1925, \$400.00.

with interest at the rate of 8 per centum per annum, payable semi annually.

And the first parties agree to keep the buildings insured for \$ 2800.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$ 50.00

Now, if said party 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 parties 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:

O. F. Lawless

Ada M. Lawless

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of November 1923, personally appeared

O. F. Lawless

Ada M. Lawless,

to me known to be the identical persons 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 October 13, 1926. (Seal)

F. A. Singler,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 24 day of Nov. 1923 at 3:00 o'clock P. M.

Book 424, Page 406

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk