

# REAL ESTATE MORTGAGE RECORD No. 424

407

BLACK PRINTING CO. TULSA

245327 C.M.J.  
THIS INDENTURE, Made this 19th day of November A. D., 1923, between  
R. S. Mathes and Maud Mathes, his wife,  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Dick Beard of the second part.  
WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Three Hundred Thirty (\$330.00) 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:

Lot Thirteen (13) Block One (1) Garden City Oklahoma, according  
to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$106 and issued  
Receipt No. 12669 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 27 day of Nov., 1923  
W. W. Shackey, 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

R. S. Mathes Maud Mathes

grantor, s ha ve executed and delivered One certain promissory note dated November 19, 1923

to said part 2nd of the second part for \$330.00

due in installments of \$20.00 per month

with interest at the rate of 5 per centum per annum, payable Monthly.

And the first part 1st agree to keep the buildings insured for \$500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$25.00 and 10%

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 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 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 con-  
sideration 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 ha ve hereunto set their hand the day and year first above written.

WITNESSES:

R. S. Mathes

Maud Mathes

## 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

R. S. Mathes and Maud Mathes, his wife, 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 January 15, 1925. (Seal)

H. M. Price,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 26 day of Nov. 1923 at 9:30 o'clock A. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.