

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

245568 C.M.J.
 THIS INDENTURE, Made this 16th day of November A.D. 1923, between
O. A. Flanagan and Edith D. Flanagan, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
E. N. Holmes of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Thirty-one Hundred and 00/100 (3100.00) DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V 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 Twenty-two (22) in Block Five (5), Ridgewood Addition
 to the city of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I have received from the said
 Receipt No. 2697 the sum of \$3100.00 for the purpose of
 tax on the within mortgage.

Dated this 28 day of Nov, 1923

W. W. Turner, Notary Public

A. James
 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. A. Flanagan and Edith D. Flanagan

grantor S ha VE executed and delivered three certain promissory note S dated Nov 16, 1923
 to said part V of the second part for \$ 3100.00 One note in the sum of \$975.00 of even date, in favor
 of E. N. Holmes, payable at \$75.00 per month first payment due 1st day of December 1923
 and every 30 days thereafter. One note in sum of \$1025.00 of even date, in favor of E.N.
 Holmes, payable at \$75.00 per month, first payment due 1st day of February 1925 and every
 thirty days thereafter interest payable semi-annually. One note in sum of \$1100.00 of even
 date, in favor of E.N. Holmes, payable \$75.00 per month, first payment due 1st day of April
 1926 and every 30 days thereafter interest at 8 per cent.
 with interest at the rate of 8 per centum per annum, payable

And the first part 1st agree to keep the buildings insured for \$ 10.00 and ten percent.

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 10.00 and ten percent.

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part his heirs or as-
 signs, said sum of money in the above described note S 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 1st of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part V 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:

O. A. Flanagan

Edith D. Flanagan

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day
 of November, 1923, personally appeared

O. A. Flanagan

Edith D. Flanagan

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 Feb. 1, 1927. (Seal)

M. W. Turner,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 28 day of Nov., 1923, at 12:00 clock -- M.

Book 424, Page 412

Brady Brown,

Deputy, (Seal)

O. G. Weaver,

County Clerk