

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 413

BLACK PRINTING CO., TULSA

245593 O.M.J.
THIS INDENTURE, Made this 28th day of November A.D. 1923 between
Wyatt Basham, a single person
of Tulsa County, in the State of Oklahoma, of the first part, and
Pauline Chase of the second part.
WITNESSETH, That the said part Y of the first part in consideration of the sum of
One Hundred Fifteen and No/100 DOLLARS
the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part Y of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot 25 in Block 3, in Liberty Addition to the city of Tulsa, Tulsa County, Oklahoma, same being no part of homestead;

RECEIVED FOR ENFORCEMENT
Filed for record this 5th day of Dec. 1923
Dated this 5th day of Dec. 1923
S. R.
1923

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 Wyatt Basham

grantor ha S executed and delivered one certain promissory note dated Nov. 28, 1923 to said part Y of the second part for \$ 115.00 due December 28th, 1923, payable to Pauline Chase, with interest at the rate of ten per cent from date until paid and \$10.00 and ten per cent of the principal as attorney's fee if placed in the hands of an attorney for collection. Signed by Wyatt Basham.

with interest at the rate of per centum per annum payable

And the first part agree S to keep the buildings insured for \$ 100.00 a reasonable

In case that the papers for foreclosure are filed, the first part agree to pay an attorney fee of \$

Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, her 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 part Y of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y her heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand the day and year first above written.

WITNESSES:
W. A. Chase Wyatt Basham

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of November 1923, personally appeared Wyatt Basham and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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. 10th, 1927. (Seal) Dorothy Lauterger, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 28 day of Nov. 1923 at 3:30 o'clock P. M.
Book 424, Page 413
Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk