

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

245799 C.M.J.

THIS INDENTURE, Made this 1st day of December 1923 A.D., 1923, between

S. A. Graves and Nina A. Graves, husband and wife

of Tulsa

County, in the State of Oklahoma, of the first part, and

John L. Ward

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Two Hundred Fifty

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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:

Lots 19 and 20, in Block 2, Adams Addition to the city of Tulsa, together with one two room house and garage located thereon.

#1.

ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK.

County of Oklahoma,)
State of Tulsa.) ss.

On this 1st day of December A.D. 1923 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Nina A. Grimes to me known to be the identical person who executed the within and foregoing instrument by her mark, in my presence and the presence of M. M. Mahony and Ed T. Egan as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(Seal)

My commission expires Sept. 10, 1927.

Dorothy Lauterer,
Notary Public.

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

S. A. Graves and Nina A. Graves, husband and wife

grantor S ha VS executed and delivered one certain promissory note dated Dec. 1, 1923.

to said part Y of the second part for \$ 250.00

due June 1, 1924

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

And the first part 1st agree to keep the buildings insured for \$ - - - - - a reasonable

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

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, 1st 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 1st of the first part for said consideration 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 VS hereunto set their hand the day and year first above written.

WITNESSES:

M. M. Mahony

Ed T. Egan

S. A. Graves

Nina A. Graves

her mark X

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of December 1923, personally appeared

S. A. Graves and Nina A. Graves, husband and 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 Sept. 10, 1927. (Seal)

Dorothy Lauterer, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of Dec. 1923 at 9:30 o'clock A.M.

Book 424, Page 416

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.

I hereby certify that I received \$ 245.79 in payment of mortgage
Recd. 12/1/23

TREASURER'S ENDORSEMENT

Date 12/4/23

W. W. Saffrey, County Treasurer

Deputy