

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

417

BLACK PRINTING CO. TULSA

245806 G.M.J.

THIS INDENTURE, Made this 1st day of December 1923 A.D., 19 between

H. S. McConnell and Clesta L. McConnell, his wife

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

John H. Osborn

of the second part.

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

Eight Hundred (\$800.00) and No/100

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:

All of Lot Four (4) of resubdivision of Lot Thirteen (13),
Block Three (3) Smith's Subdivision of section Five (5),
Township Nineteen (19) North, Range Twelve (12) East,
Indian Base and Meridian, Tulsa County, Oklahoma, according
to the Recorded plat thereof.

TREASURER'S RECEIPT
I hereby certify that I received \$16. and issued
Receipt 12767 for payment of mortgage
on the within mortgage
Dated 4 days Dec. 1923
W. W. Snoddy, County Treasurer
S.B.
Agent

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

H. S. McConnell and Clesta L. McConnell, his wife

grantor S have executed and delivered their certain promissory note dated Dec. 1st, 1923

to said part Y of the second part for \$800.00

due One year after date

with interest at the rate of 10% per centum per annum, payable semi annually.

And the first part agree to keep the buildings insured for \$750.00

In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$10.00 and 10% of any

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y 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 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 con-
sideration do hereby waive or not waive appraisalment, at the option of said second part Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

H. S. McConnell

Clesta L. McConnell

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

H. S. McConnell and Clesta L. McConnell, 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 Sept. 14, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 3 day of Dec. 1923 at 10:30 clock A. M.

Book 424, Page 417

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk