

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

245820 O.M.J.

THIS INDENTURE, Made this 31 day of Dec. A. D., 1923, between

E. R. Kuhn and Marie Kuhn, husband and wife

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

Birdie Hays

of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of

Nine hundred and fifty

DOLLARS

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

Lots Seventeen (17) and eighteen (18) Block 1 Orchard

Addition to city of Tulsa,

INTERNAL REVENUE
\$ 80
Cancelled

RECEIVED
I hereby certify that I received \$ 72 and issued
Receipt 12770 therefor in payment of mortgage
dated 4 day of Dec., 1923
S. B.

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

E. R. Kuhn and Marie Kuhn

grantor(s) ha.VE executed and delivered their certain promissory note dated 12-3-1923

to said party of the second part for \$ 950.00

due four years after date

with interest at the rate of 8 per centum per annum, payable semi annually.

And the first parties agree to keep the buildings insured for \$ 1000.00

In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$ as provided in note

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

IN WITNESS WHEREOF, The said parties of the first part ha.VE hereunto set their hand the day and year first above written.

WITNESSES:

E. R. Kuhn

Marie Kuhn

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of December, 1923, personally appeared

E. R. Kuhn

Marie Kuhn

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 March 4, 1924. (Seal)

Vada Embrey,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3 day of Dec. 1923, at 1:00 o'clock P. M.

Book 424, Page 418

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.