

## REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

BLACK PAPER CO. TULSA

218877 C.M.J.

11th

October

A. D. 1922

THIS INDENTURE, Made this

between

A. D. Marmaduke

of Tulsa

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

N. R. McKinzie and Martha A. McKinzie husband &amp; wife

of the second part.

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

Nine Hundred

DOLLARS

the receipt whereof is hereby acknowledged, do OS by these presents grant, bargain, sell and convey unto said part ies of the second part their heirs andassigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

City Lot number Twenty one (21) in Block One  
(1) of Bell Addition to the city of Tulsa  
as same is recorded in the County Court House  
at Tulsa Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 18.00 and issued  
Receipt No. 7194 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 13 day of Jan 1923

WAYNE L. Dickey, County Treasurer

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

A. D. Marmaduke

grantor has executed and delivered one certain promissory note dated Oct. 11, 1922

to said part ies of the second part for \$ 900.00

due February 15th, 1923

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

And the first part Y agree to keep the buildings insured for \$ 2500.00

In case that ~~the~~ papers for foreclosure are filed, the first part Y agree to pay a reasonable attorney fee of \$ 90.00

Now, if said part Y of the first part shall pay or cause to be paid to said part ies of the second part their heirs or assigns, said sum of money in the above described note to 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 ies 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 appraisal, at the option of said second part their 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:

A. D. Marmaduke

A. G. O'Neill

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day

of October, 1922, personally appeared

A. D. Marmaduke

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 Dec. 17, 1925 (Seal)

Nola Chapman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss:

Filed for record this 12 day of Jan, 1923, at 11:10 o'clock A. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk