

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

421

BLANK PRINTING CO. - TULSA

245928 C.M.J.

THIS INDENTURE, Made this 4th day of December A.D. 1923, between Allen Smith and Minnie Smith, his wife

of Tulsa County, in the State of Oklahoma, of the first part, and Ethel A. Shearer of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of Eight Hundred and No/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Beginning at a point in the Southeast (SE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) thence North at right angle to the right of way of M.K. and T.R.R. thence West at right angle along the said right of way to a point 540.3 feet; thence South at right angle to the half section line; thence East along the half section line 504 feet to the point of beginning, all in Section 4, Township 19 North, Range 12 East, in Tulsa County, Oklahoma, containing 5 acres, more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 16 and issued Receipt No. 12784 therefor in payment of mortgage tax on the within mortgage.

Dated this 5 day of Dec 1923

W. W. Shackley, County Treasurer

8-B 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 Allen Smith and Minnie Smith, his wife

grantor 1st have executed and delivered one certain promissory note dated 12-4-1923

to said part 2nd of the second part for \$ 800.00

due One year after date (12-4-24)

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

And the first part 1st agree to keep the buildings insured for \$ a reasonable sum in case that the papers for foreclosure are filed, the first part 1st agree to pay attorney fee of \$ 10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 2nd her heirs and assigns.

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

WITNESSES: Allen Smith Minnie Smith

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of December 1923, personally appeared

Allen Smith and

Minnie Smith, his wife,

to me known to be the identical person 1st 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 July 20th, 1927. (Seal) D. N. Barnett, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 4 day of Dec. 1923, at 2:30 o'clock P. M.

Book 424, Page 481 O. G. Weaver, County Clerk

Brady Brown, Deputy. (Seal)