

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

423

246040 C.M.J.
THIS INDENTURE, Made this 5th day of December A.D., 1923 between
J. W. Sunderland and Eva Sunderland, his wife,
of Tulsa County, in the State of Oklahoma, of the first part, and
A. E. Barrus of the second part.
WITNESSETH, That the said part of the first part in consideration of the sum of _____ DOLLARS
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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 Lots Nine (9) and Ten (10) in Block One (1) Forest
Park Addition to the city of Tulsa, Oklahoma according
to the recorded plat thereof.

TRFASURER'S ENDORSEMENT
I hereby certify that I received \$2.00 and issued
12789 to the payment of mortgage
dated Dec. 5th 1923
W. W. Stuckey, County Treasurer
J. 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
J. W. Sunderland and Eva Sunderland, his wife

grantor has executed and delivered five certain promissory note, dated Dec. 5th, 1923
to said part of the second part for one note for \$250.00 due on or before six months, one note
for \$250.00 due on or before one year, one note for \$250.00 due on or before eighteen
months, one note for \$250.00 due on or before two years, and one note for \$250.00 due
on or before three years.

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

And the first part agrees to keep the buildings insured for \$ a reasonable
In case that the papers for foreclosure are filed, the first part agrees to pay an attorney fee of \$ 10.00 and 10% of any
Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part of the first part for said con-
sideration do hereby waive or not waive appraisalment, at the option of said second part, his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hand the day and year first above written.
J. W. Sunderland
Eva Sunderland

ACKNOWLEDGEMENT
STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th
of December 1923, personally appeared
J. W. Sunderland and Eva Sunderland, his wife
to me known to be the identical person 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 January 6, 1927. (Seal) Chas. N. Simon, Notary Public
STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this 5 day of Dec. 1923, at 4:15 o'clock P. M.
Book 424, Page 423
Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk