

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

246356 C.M.J. 4th day of December A.D. 1923, between

Hugh Flick and Mamie Flick, husband and wife

of Tulsa

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

John L. Ward

of the second part.

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

One Thousand

DOLLARS

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

The East 90 feet of Lot eleven (11) of Block Four (4) in Ohio Place Addition to the city of Tulsa, Oklahoma, together with one five room dwelling house located thereon, said lot 11, Block 4, being 50 x 90 feet more or less according to the official plot thereof;

Subject to one certain mortgage of \$2000.00 running to the Home Builders & Loan Association, payable at the rate of \$28.60 per month; and

Subject to one certain mortgage of \$2043.50 running to one T. C. Carley, payable at the rate of \$30.00 per month.

TREASURER'S ENDORSEMENT

I have received \$200 and issued
Tulsa 12866 of the payment of mortgage

this 11th day of December, 1923

L. B. Weaver, 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

Hugh Flick and Mamie Flick

grantor, has executed and delivered one certain promissory note dated Nov. 20, 1923

to said part V of the second part for \$1000.00

due Nov. 20, 1924.

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

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

In case that the papers for foreclosure are filed, the first parties agree to pay an attorney fee of \$100.00

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

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

WITNESSES:

Hugh Flick

Mamie Flick

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of Dec. 1923, personally appeared

Hugh Flick & Mamie Flick, husband & 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 Sept. 10, 1927. (Seal)

Dorothy Lauterer

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 10 day of Dec. 1923, at 10:20 o'clock A.M.

Book 424, Page 426

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk