

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

427

BLACK PRINTING CO. TULSA

246369 C.M.J.

THIS INDENTURE, Made this 20th day of November A.D. 1923, between

Thomas P. Blaine and Nell Blaine, his wife,

of Tulsa

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

John H. Osborn

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Eight Hundred Seventy-five & No/100

DOLLARS

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

Lot Number Nineteen (19) in Block Twelve (12) McLane Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This mortgage given subject to a first mortgage of \$600.00

TREASURER'S ENDORSEMENT

I hereby certify that this is a true and correct copy of the original as filed in my office and issued to the grantor.

Recorded 12849

Index 10

Dec. 10, 1923

B. G. Cunningham
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

Thomas P. Blaine and Nell Blaine, his wife,

grantor S ha VS executed and delivered TWO certain promissory note S dated November 20, 1923

to said part Y of the second part for \$ One note for \$200.00 payable at the rate \$25.00 per month beginning December 25th, 1923, interest eight percent payable monthly, and one note for \$675.00 due August 1st, 1924.

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

And the first part 1st agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid balance.

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or assigns, said sum of money in the above described note S 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 Y 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 Y his heirs and assigns.

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

WITNESSES:

Thomas P. Blaine

Nell Blaine

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of November 1923 personally appeared

Thomas P. Blaine

and

Nell Blaine, his wife,

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 Sept. 14, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 10 day of Dec.

1923, at 1:00 o'clock P. M.

Book 424, Page 427

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.