

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

246497 C.M.J.

THIS INDENTURE, Made this 21st day of November, A.D., 1923, between  
R. R. Gaston and Harriet E. Gaston, husband and wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
A. G. Sutton of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Seven Hundred and 00/100 (\$700.00) 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:

Lots Eleven (11) and Twelve (12) Block Two (2) Orchard Addition  
 to the city of Tulsa according to the recorded plat thereof.

This mortgage is given subject to a First Mortgage in the sum  
 of Twenty-two-hundred-fifty (\$2250.00) Dollars to the Home Building  
 and Loan Association.

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 S.B.

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  
R. R. Gaston and Harriett E. Gaston, husband and wife  
 grantor S. ha executed and delivered Fourteen certain promissory note S dated Nov. 21, 1923  
 to said part Y of the second part for \$ Fifty (\$50.00) Dollars, the first note due and payable three months  
 from date and one due each successive three months until all fourteen notes are paid in  
 full with interest  
 due at the rate of eight percent per annum from date.

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

And the first part 1st agree to keep the buildings insured for \$ -- a reasonable  
 In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ --  
 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 as-  
 signs, 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 con-  
 sideration do wa hereby waive or not waive -- appraisalment, at the option of said second part Y his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha Y hereunto set their hand the day and year first above written.  
 WITNESSES: R. R. Gaston  
Harriet E. Gaston

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day  
 of November, 19 23 personally appeared  
R. R. Gaston and Harriet E. Gaston, husband and wife and  
 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 June 5, 1927. (Seal) R. L. Kifer Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this 11 day of Dec., 1923 at 3:00 o'clock P. M.  
 Book 424, Page 430  
Brady Brown, Deputy, (Seal) O. G. Weaver County Clerk.