

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

431

BLACK PRINTING CO. TULSA

246563 O.M.J.

THIS INDENTURE, Made this 12th day of December A.D. 1923, between

John Rogers and Hazel B. Rogers, husband and wife,

of Tulsa

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

James E. Buchan

of the second part.

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

Sixteen Hundred Thirty (\$1630.00) and 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 Four (4), Block One (1) Sanger-Douglass Subdivision of Block Twenty-five (25) of Park Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is inferior and subject to a prior mortgage for \$3,700.00 dated June 29, 1922, and executed by Frank S. Barclay and Luella Jay Barclay, his wife, and C. C. Cook and Alice Cook, his wife, to Leonard & Braniff which mortgage is assigned to the Calvert Mortgage Company, recorded in Book 267, page 196, of the records of Tulsa County, Oklahoma, and on which \$3000.00 remains unpaid.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 32 and issued Receipt No. 12898 for payment of mortgage tax on the within mortgage.
 Dated this 13 day of Dec., 1923
 W. W. Shackley, County Treasurer

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

John Rogers and Hazel B. Rogers

grantor, ha ve executed and delivered one certain promissory note dated Dec. 12, 1923

to said part Y of the second part for \$ 1630.00

due December 12, 1924.

with interest at the rate of 8 per centum per annum, payable annually

And the first part agrees to keep the buildings insured for \$ 4000.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 160.00

Now, if said part 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 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 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 part of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

John Rogers

Hazel B. Rogers

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of December A.D. 1923, day before me, the undersigned, a Notary Public, in and for the county and state aforesaid, of 19, personally appeared

John Rogers and Hazel B. Rogers, 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 Sept. 12, 1927. (Seal)

Mary E. Forbes,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 12 day of Dec. 1923, at 2:20 o'clock P. M.

Book 424, Page 431

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.