

# REAL ESTATE MORTGAGE RECORD No. 424

435

BLACK PRINTING CO., TULSA

246767 C.M.J. First day of December A.D., 1923, between  
 THIS INDENTURE, Made this First day of December, 1923, between  
 Freddie Jones and Callie Jones, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
 Thelma Jones of the second part,  
 WITNESSETH, That the said parties of the first part in consideration of the sum of  
 Two Hundred Fifty and No/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part her heirs and  
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The South-east Quarter (SE $\frac{1}{4}$ ) of the South-east Quarter (SE $\frac{1}{4}$ )  
 of the South-east Quarter (SE $\frac{1}{4}$ ) of Section Thirty One (31) Town-  
 ship Twenty-one Range Fourteen (14) East, containing ten (10)  
 acres more or less according to the government survey thereof.

TOTAL DEBTS ENCLOSURE  
 \$ 04 and issued  
 12922 of mortgage  
 Dec. 14, 1923  
 W. W. Stacey, County Clerk  
 S.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  
 Freddie Jones and Callie Jones, his wife,  
 grantor S ha VS executed and delivered A certain promissory note dated December 1st, 1923  
 to said part V of the second part for \$ 250.00  
 due December 1st, 1924.

with interest at the rate of 10 per centum per annum, payable annually.

And the first part agree to keep the buildings insured for \$ None  
 In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ all fees and ten percent  
 Now, if said part VS of the first part shall pay or cause to be paid to said part V of the second part, her 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 V of the second part shall be entitled to the possession of said premises. And the said part VS of the first part for said con-  
 sideration do hereby waive or not waive appraisalment, at the option of said second part V, her heirs and assigns.

IN WITNESS WHEREOF, The said part VS of the first part ha VS hereunto set their hand the day and year first above written.  
 Freddie Jones  
 Callie Jones  
 WITNESSES:

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss,  
 Before me, the undersigned, a Notary Public, in and for said County and State on this 1st  
 of December 1923, personally appeared  
 Freddie Jones  
 and  
 Callie Jones, 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 February 18th, 1926. (Seal) U. S. Stafford, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this the 14th day of Dec. 1923 at 2:00 o'clock P. M.  
 Book 424, Page 435  
 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.