

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424 437

BLACK PRINTING CO. TULSA

246877 C.M.J.

THIS INDENTURE, Made this 10th day of December A.D. 1923, between

Albert L. Bicking and Lucile Bicking, his wife,

Tulsa

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

Josephine P. Walters

of the second part.

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

Fifteen Hundred 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:

Lot Twenty-three (23), Block Four (4) Highlands Second Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

ACKNOWLEDGEMENT

12940

17 Dec 23

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

Albert L. Bicking and Lucile Bicking, his wife

grantor S have executed and delivered one certain promissory note dated Dec. 10, 1923

to said part V of the second part for \$ 1500.00

due May 10th, 1927

Given for balance of purchase money for the above described premises.

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 \$ - - - - - a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 10.00 and 10 percent of

Now, if said part 1st 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 1st of the first part for said consideration 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 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Albert L. Bicking

Lucile Bicking

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th

December

19 23 personally appeared

Albert L. Bicking

Lucile Bicking, 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 August 7th, 1924. (Seal)

Donald Prentice,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 17 day of Dec.

19 23, at 10:00 clock A. M.

Book 424, Page 437

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk.