

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

246952 O.M.J.

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

E. N. Holmes and Grace Naylor Holmes, husband and wife,

of Tulsa County, in the State of Oklahoma, of the first part, and  
Donald Prentice of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Thirty-six Hundred (\$3600.00) DOLLARSthe receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 2nd 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 Two (2), Block Three (3) and Lot Five (5), Block Six (6), Woody Crest Addition to Tulsa, Oklahoma, being a sub-division of the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Seventeen (17), Township Nineteen (19) North, Range Thirteen (13) East, Tulsa County, Oklahoma, according to the recorded plat thereof.

Lot Nine (9), Block Seventeen (17), a sub-division of Block Six (6) and Lots One (1), Two (2) and Three (3), Block Four (4) of Terrace Drive, an Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof. Regarding Terrace Drive property, this is a second mortgage subject to a first mortgage in favor of the Farm & Home Saving & Loan Association, a corporation of Missouri.

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17 Dec. 3  
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

E. N. Holmes and Grace Naylor Holmes

grantor, S. ha. V. executed and delivered, ONE certain promissory note dated Dec. 12, 1923 to said part 2nd of the second part for \$3600.00

due December 12th, 1926.

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

And the first part 1st agree to keep the building insured for \$3600.00 a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$360.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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. his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha. V. hereunto set their hand/the day and year first above written.

WITNESSES:

E. N. Holmes

Grace Naylor Holmes

## 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, 1923, personally appeared

E. N. Holmes

Grace Naylor Holmes

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 May 24, 1927. (Seal)

A. R. Marr, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 17 day of Dec. 1923, at 4:30 o'clock P. M.

Book 424, Page 438

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk