

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

439

BLACK PRINTING CO., TULSA

246989 C.M.J.
THIS INDENTURE, Made this 18th day of December A.D. 1923, between
W. H. Vandament and Bessie Vandament his wife
of Tulsa County, in the State of Oklahoma, of the first part, and
John H. Osborn of the second part.
WITNESSETH, That the said part 1st of the first part in consideration of the sum of
One Hundred Fifty & 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 his heirs and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Three (3) and Eight (8) in Block Four (4) Acre Gardens
Addition to the City of Tulsa, Oklahoma, as shown by the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 150.00 and issued
Receipt No. 2965 thereon or in payment of mortgage
tax on the within mortgage.

Dated this 18 day of Dec, 1923

W. W. Shockey, County Treasurer

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

W. H. Vandament and Bessie Vandament, his wife,

grantor, S have executed and delivered B certain promissory note dated Dec. 18, 1923

to said part V of the second part for \$ 150.00

due June 18th, 1924.

with interest at the rate of ten per centum per annum, payable maturity

And the first part 1st agree to keep the buildings insured for \$ 10.00 and 10% of any

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any
unpaid balance.

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part, his 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 con-
sideration do hereby waive or not waive appraisal, at the option of said second part y, his 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:

W. H. Vandament

Bessie Vandament

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day
of December, 1923, personally appeared

W. H. Vandament

Bessie Vandament, 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 Jan. 2, 1924. (Seal)

W. M. Robbins,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 18 day of Dec., 1923, at 1:00 o'clock P.M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.