

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. COMPARED

219038 C.M.J.

THIS INDENTURE, Made this 20th day of November A.D., 1922, between
Hattie Day, and N. B. Day, her husband,
 of Tulsa County, in the State of Oklahoma, of the first part, and
Mollie Jackson of the second part,

WITNESSETH, That the said part ies of the first part in consideration of the sum of
Seven Hundred and Thirty-five DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y 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 Eleven (11) in Block One (1) in the Gillette
 Hill Addition to the city of Tulsa, Tulsa County,
 State of Oklahoma, according to the recorded plat
 thereof.

Subject to a certain first mortgage in the sum of \$2500.00
 Twenty-five hundred dollars held by B. L. Conway

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 14.00 and to wit:
 Receipt No. 7231 of the first part in payment of mortgage
 tax on the within plat.

Dated this 16 day of Jan, 1923
 WAYNE L. Wickley, County Treasurer

Wickley
 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

Hattie Day and N. B. Day, her husband
 grantor s have executed and delivered their certain promissory note - dated November 20th, 1922
 to said part Y of the second part for \$ Seven Hundred and Thirty-five (\$735.00) Dollars
 due November 20th 1923.

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

And the first part ies agree to keep the buildings insured for \$ Thirty-five Hundred Dollars.

In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ Ten per cent of the amount
remaining unpaid.

Now, if said part ies of the first part shall pay or cause to be paid to said part Y 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 Y of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said con-
 sideration do not hereby waive or not waive appraisalment, at the option of said second part Y heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Hattie Day

N. B. Day

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day
 of November 1922, personally appeared

Hattie Day

N. B. Day, her husband,

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 Feb. 14, 1925. (Seal)

Florence Hanks,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 15 day of Jan. 1923 at 10:00 o'clock A. M.

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Brady Brown,

Deputy.

(Seal)

O. G. Waver,

County Clerk.