

# REAL ESTATE MORTGAGE RECORD No. 424

445

BLACK PRINTING CO. TULSA

248348 C.M.J.

THIS INDENTURE, Made this 7th day of December A.D., 1923, between

Ella L. Simmons and A. E. Simmons, her husband,

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

The First State Bank, Jenks, Oklahoma

of the second part.

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

Three Hundred and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lots Twenty two, Twenty three, twenty four, twenty five, twenty six, Twenty seven and Twenty eight, (22), (23), (24), (25), (26), (27) and (28) in Block Fifty three (53), town of Jenks, Oklahoma, according to the recorded plat thereof.

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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

Ella L. Simmons and A. E. Simmons, her husband,

grantor 1st has executed and delivered one certain promissory note dated December 7th, 1923

to said part 2nd of the second part for \$ 300.00

due Eight (8) months after date and bearing ten per cent interest after maturity, as much thereof to be paid monthly as payors can, not to be less than \$50.00 per month, first payment to be on or before 2-10-1924.

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

And the first part 1st agree to keep the buildings insured for \$ 300.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 30.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its 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 appraisal, at the option of said second part 2nd, its heirs and assigns.

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

WITNESSES:

Ella L. Simmons

A. E. Simmons

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of December, 1923, personally appeared

Ella L. Simmons and A. E. Simmons, her husband

and

to me known to be the identical person 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 September 2nd, 1925. (Seal)

Minnie Hugo

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 22 day of Dec. 1923, at 8:00 o'clock A. M.

Book 424, Page 445

Brady Brown,

Deputy. (Seal)

O. G. Weaver

County Clerk