

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

247375 C.M.J.

THIS INDENTURE, Made this 21 day of Dec. A.D. 1923, between

Janie E. Peery & Cliff V. Peery, her husband

of Tulsa

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

Emily M. Hardy

of the second part.

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

Twenty one Hundred fifty and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Eight (8) in Block Fourteen (14) of the Re-sub-division of Block Six (6) and Lots One (1) Two (2) and Three (3) of Block Four (4) of Terrace Drive Addition to the City of Tulsa, Okla. according to the recorded plat thereof.

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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

Janie E. Peery & Cliff V. Peery, her husband

grantor S. ha. V. executed and delivered 34 certain promissory note S. dated Dec. 21, 1923

to said part 1st of the second part for \$ Twenty one Hundred Fifty & No/100 Dollars due Fifty Dollars Jan. 21-1924 and Fifty Dollars each month thereafter for Thirty Two months, and one note for Five Hundred Dollars due 12 months from date.

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

And the first part 1st agree to keep the buildings insured for \$ - - a reasonable

In case that papers for foreclosure are filed, the first part 1st agree S. to pay an attorney fee of \$ - 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part her 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 1st 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 their 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:

Janie E. Peery

Cliff V. Peery

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of Dec. 1923, personally appeared

Janie E. Peery

Cliff V. Peery, 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 Aug. 24-1925. (Seal)

B. R. Farmer,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 22 day of Dec. 1923, at 11:00 o'clock A. M.

Book 424, Page 449

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.