

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

247646 C.M.J. 26th December A.D. 1923 between
 THIS INDENTURE, Made this _____ day of _____ between
 Charles M. Terwilleger and Grace M. Terwilleger his wife
 of _____ County, in the State of Oklahoma, of the first part, and
 W. S. Fly _____ of the second part.
 WITNESSETH, That the said part ^{1st} of the first part in consideration of the sum of
 Twenty five Hundred & No/100 _____ DOLLARS
 the receipt whereof is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part Y 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 Eighteen (18) in Block Two (2) in Powder-Pomeroy
 Second Addition to the city of Tulsa Oklahoma according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.50 and issued
 Receipt No. 13099 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 28 day of Dec. 1923
 W. W. Stuckey, 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 _____

Chas. M. Terwilleger and Grace M. Terwilleger his wife

grantor S ha VS executed and delivered 36 certain promissory note S dated Dec. 26, 1923
 to said part Y of the second part for \$ 50.00 each, the first note being due and payable one month after
 date and one note being due and payable each and every thereafter until all have been paid
 in full, and one certain promissory note dated Dec. 26th 1923 in the amount of \$700.00
 due thirty six months after date.

with interest at the rate of 8 per centum per annum, payable monthly

And the first part 1st agree _____ to keep the buildings insured for \$ 3500.00

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

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or as-
 signs, said sum of money in the above described note S 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 for 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 1st of the first part for said con-
 sideration do _____ hereby waive _____ or not waive _____ appraisement, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

Charles M. Terwilleger

Grace M. Terwilleger

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day
 of December, 1923, personally appeared
Charles M. Terwilleger
Grace M. Terwilleger, his wife

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me, that they
their executed the same as 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. 4th, 1925. (Seal) Lewis G. Melone, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 27 day of Dec. 1923, at 9:40 o'clock A. M.
 Book 424, Page 450
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.