

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

247679 G.M.J.

THIS INDENTURE, Made this 17th day of August, A. D., 1923, between

Blanche B. Drum and B. M. Drum, her husband,

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

Lancaster Lumber Company

of the second part.

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

One Thousand Sixty-five 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 of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Twenty-One (21) in Block Eighteen (18) in Lynch-Forsythe Addition to the city of Tulsa, according to the recorded plat thereof.

subject to a first mortgage, now of record, to Jennie E. Perry, in the principal amount of \$2,000.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$22 and issued Receipt No. 13091 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Dec, 1923

W. W. Stuckey, County Treasurer

S. B.
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

parties of the first part

grantor ha. ve. executed and delivered one certain promissory note dated Aug. 17, 1923

to said part 2nd of the second part for \$1,065.00

due on or before sixty days after date

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

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

In case that the papers for foreclosure are filed, the first part agree to pay an attorney fee of \$10.00 and ten per cent

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 successors 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 appraisalment, at the option of said second part heirs and assigns.

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

WITNESSES:

Blanche B. Drum

B. M. Drum

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of August 1923, personally appeared

Blanche B. Drum

B. M. Drum, her husband

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 January 2, 1927. (Seal)

Arden E. Ross,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 27 day of Dec. 1923 at 2:00 o'clock P. M.

Book 424, Page 452

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk