

REAL ESTATE MORTGAGE RECORD No. 424

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248097 C.M.J.

THIS INDENTURE, Made this 7th day of December A.D. 19 23 between
L. C. Cheatham and Elmira Cheatham, husband and wife,
Tulsa County, in the State of Oklahoma, of the first part, and
R. J. Dixon of the second part

WITNESSETH, That the said party 1st of the first part in consideration of the sum of One-thousand 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 15, of Block 11, Greenwood Addition to Tulsa, Tulsa County, Oklahoma.
#1.

ASSIGNMENT.

Know All Men by These Presents:

That R. J. Dixon of Tulsa County, in the State of Oklahoma, the within named mortgagee in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Exchange National Bank of Tulsa, a corporation, its successors, and assigns, the within mortgage deed, the real estate conveyed, and the promissory notes debts and claims thereby secured, and covenants therein contained. To have and to hold the same forever, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 10th day of December, 1923.

State of Oklahoma, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of December, 1925, personally appeared R. J. Dixon to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 15, 1926. (Seal)

Arthur B. Crawford, Notary Public.

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

L. C. Cheatham and Elmiria Cheatham

grantor S have executed and delivered their certain promissory note S dated Dec. 6, 1923

to said part. Y of the second part for \$ 1000.00 to wit: 50 notes numbered from 1 to 50 inclusive, each for \$20.00. Note number 1 due January 7th, 1924. Notes numbered from 2 to 50 inclusive due on the 7th day of each succeeding month thereafter; note number 50 due February 7th, 1928.

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

And the first part _____ agrees _____ to keep the buildings insured for \$ _____.

In case that ~~the~~ papers for foreclosure are filed, the first part Y agree to pay ~~an~~ attorney fee of \$ 100.

Now, if said part ies of the first part shall pay or cause to be paid to said part y of the second part, his heirs or assigns, 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 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 ies of the first part for said consideration do hereby waive or not waive appraisement, at the option of said second part y, his heirs and assigns.

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

WITNESSES:

L. C. Cheatham

Elmira Cheatham.

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss

Before me, the undersigned, a Notary Public, in and for said County and State on this

of December 1923, personally appeared

L. C. Cheatham and Elmiria Cheatham

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 Jan. 6, 1927. (Seal)
#1.

Chas. N. Simon, _____ Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 3 day of Jan. 19 24 at 1:20 o'clock P. M.

Book 424, Page 458

Brady Brown

Deputy.

(Seal)

O. G. Weaver

County Clerk.