

## REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

246194 C.M.J.  
THIS INDENTURE, Made this 19th day of December A. D., 1923, between  
E. F. Ellis, a single man  
of Tulsa County, in the State of Oklahoma, of the first part, and  
John H. Osborn of the second part.  
WITNESSETH, That the said part Y of the first part in consideration of the sum of  
Three Hundred Fifty & No/100 DOLLARS  
the receipt whereof is hereby acknowledged, do hereby 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 Number Fifteen (15) in Block Number Twenty-one (21)  
Cherokee Heights Addition to the city of Tulsa, Oklahoma,  
as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 06 and issued  
Receipt No. 13126 in full payment of mortgage  
for on the within mortgage  
Dated this 7 day of Jan 1924  
W. W. Stucker, County Treasurer

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

E. F. Ellis  
grantor ha S executed and delivered a certain promissory note dated Dec. 19, 1923  
to said part Y of the second part for \$ 350.00  
due Dec. 19, 1924.

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

And the first part Y agree S to keep the buildings insured for \$ 10.00 and 10% of any unpaid balance  
In case that papers for foreclosure are filed, the first part Y agree S to pay an attorney fee of \$ 10.00 and 10% of any unpaid balance  
Now, if said part Y 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 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 Y of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written,  
WITNESSES: E. F. Ellis

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of December 1923, personally appeared  
E. F. Ellis, a single man  
and  
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.

Given under my hand and seal the day and year last above written.

My Commission expires Sept. 14th, 1926. (Seal) E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 4 day of Jan 1924 at 9:45 o'clock A. M.  
Book 424, Page 460  
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk