

REAL ESTATE MORTGAGE RECORD No. 424

461

248320 C.M.J.

THIS INDENTURE, Made this 1st day of December A.D. 1923 between

Wayne W. Miller and Eunice Miller, his wife

of Tulsa

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

W.E. Geisler

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of \$1350.

Thirteen hundred and fifty Dollars

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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 5, Block 6, Maryland Garden Add. and Lot 4, Block 7, Garden City Addition.

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DEPUTY CLERK
W. W. MILLER
1923

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 Wayne W. Miller and Eunice Miller his wife

grantor ha s executed and delivered 14 certain promissory note s dated December 1st, 1923

to said part of the second part for \$ Thirteen notes for the sum of \$100. each and one note for Fifty Dollars. due and payable on the First of every month until the full amount of the Thirteen hundred and fifty dollars with interest is paid in full.

with interest at the rate of 8% 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 \$

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part, 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 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 s hereunto set their hand the day and year first above written.

WITNESSES:

W. W. Miller

Eunice Miller

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of December 1923, personally appeared

Wayne W. Miller and Eunice Miller his wife

and

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 May 11th, 1925. (Seal)

Charles W. Simpson, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5 day of Jan.

1924 at 11:40 o'clock A.M.

Book 424, Page 461.

Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk.