

# REAL ESTATE MORTGAGE RECORD No. 424

463

BLACK PRINTING CO. TULSA

248423 C.M.J.

THIS INDENTURE, Made this Seventh day of Jan. A. D., 19 24, between

J. A. Clark and Mabel Clark

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

H. C. Stahl

of the second part.

WITNESSETH, That the said part S 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 Fourteen (14) in Block Twenty-one (21) in Cherokee Heights Addition to city of Tulsa, Tulsa County, Oklahoma, as the same is recorded in the Tulsa County, Oklahoma, record of plats.

THEASURER'S RECEIPT  
I hereby certify that I received 20 and issued  
Receipt No. 1322 for the same of mortgage  
dated 8 day of Jan 1924  
by H. C. Stahl

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

J. A. Clark and Mable Clark

grantor S have executed and delivered one certain promissory note dated Jan. 7, 1924

to said part Y of the second part for \$ (1,000.00) One Thousand dollars

due on or before Jan. 7, 1925.

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

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

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

Now, if said part YS 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 YS of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y S heirs and assigns.

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

WITNESSES:

J. A. Clark

Mabel Clark

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day

of December 19 24, personally appeared

J. A. Clark and Mabel Clark, 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 June 1st, 1924. (Seal)

R. P. Elliott,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 7 day of Jan. 19 24, at 2:40 o'clock P. M.

Book 424, Page 463

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.