

REAL ESTATE MORTGAGE RECORD No. 424

467

248493 C.M.J. 28th day of December A.D. 1923, between
 THIS INDENTURE, Made this _____ day of _____, between
 Wm. Daniel Boone and Ora Young Boone (husband and wife)
 of Tulsa County, in the State of Oklahoma, of the first part, and
 J.G. McGuire _____ of the second part,
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Twelve Hundred & 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 his heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lots Thirty Three (33), Thirty Four (34) Thirty
 Five (35) and Thirty Six (36) in Block Fifteen (15) in
 Yargee Addition to the town of Red Fork, Oklahoma, accord-
 ing to the recorded plat thereof,

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 98 and issued
 Receipt No. 13235 therefor in payment of mortgage
 due on the within mortgage.
 Dated the 9 day of Jan 1924
 W. W. Stanley, County Treasurer
 [Signature]

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
 Wm; Daniel Boone and Ora Young Boone (husband and wife)
 grantor S ha VS executed and delivered a installment dated December 28, 1923
 to said part 2nd of the second part for \$ 1200.00, payable at the rate of \$45.00 per month, the first
 payment of \$45.00 due and payable on the 28th day of January, 1924 and a like pay-
 ment of \$45.00 due and payable on the 28th day of each and every month thereafter
 until the unpaid principal sum is paid.
 with interest at the rate of eight per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$ _____
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or as-
 signs, 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 con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.
 Wm. Daniel Boone
 Ora Young Boone
 WITNESSES:

ACKNOWLEDGEMENT
 STATE OF Oklahoma COUNTY OF Tulsa ss.
 Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day
 of December, 1923, personally appeared
 Wm. Daniel Boone and Ora Young Boone, (husband and 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public
 STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this the 8 day of Jan. 1924, at 10:50 clock A. M.
 Book 424, Page 467
 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.