

REAL ESTATE MORTGAGE RECORD No. 424

471

Blank Printing Co. Tulsa

245722 C.M.J.

THIS INDENTURE, Made this 10 day of January A.D. 1924, between

Laura B. Wells (nee Lloyd) and Edward N. Wells, her husband

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

Sam Horning

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Six hundred-twenty-five

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:

Lots Seventeen (17) and Eighteen (18) in Block One (1)
in Lloyd Addition to the city of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$12 and issued
Receipt No. 13276 for same in payment of mortgage
tax on the within mortgage.
Dated this 11th day of Jan 1924
W. W. Coker, County Treasurer
LB Deputy

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

Laura B. Wells and Edward N. Wells

grantor 1st ha 2nd executed and delivered one certain promissory note dated Jan. 10, 1924

to said part 2nd of the second part for \$625.00

due on or before one year from above date

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

And the first part 1st agree to keep the buildings insured for \$10.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$50.00

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 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 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 consideration do hereby waive or not waive appraisalment, at the option of said second part 2nd his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

Laura B. Wells (nee Lloyd)

Edward N. Wells

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this tenth day of January 1924, personally appeared

Laura B. Wells (nee Lloyd) and Edward N. Wells, her husband

and

to me known to be the identical person 1st 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 July 3, 1927. (Seal)

Bert Roberts, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 11 day of Jan. 1924, at 9:30 o'clock A. M.

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Brady Brown,

Deputy.

(Seal)

O. C. Weaver,

County Clerk