

REAL ESTATE MORTGAGE RECORD No. 424

473

249016 O.H.J.
THIS INDENTURE, Made this 15th day of January A.D., 1924, between
J. W. Rice and Lura May Rice, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and
John E. Burroughs of the second part.
WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Three Hundred (\$300.00) 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:

Lots Forty-nine (49) and Fifty (50) in Block Four (4) College
View Addition to the city of Tulsa, Tulsa County Oklahoma,
according to the recorded plat thereof.

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. W. Rice and Lura May Rice
grantor S ha VS executed and delivered one certain promissory note dated January 15th, 1924
to said part Y of the second part for \$ Three hundred Dollars
due the 15th day of July 1924
with interest at the rate of 8 per centum per annum, payable semi annually
And the first part 1st agree to keep the buildings insured for \$ 300.00
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 Y 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 Y 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 Y his heirs and assigns.
IN WITNESS WHEREOF, The said part 1st of the first part ha VS hereunto set their hand the day and year first above written.
WITNESSES:
J. W. Rice
Lura May Rice

ACKNOWLEDGEMENT
STATE OF Oklahoma COUNTY OF Tulsa
Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day
of January 1924, personally appeared
J. W. Rice and Lura May Rice, 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 July 12th, 1924. (Seal) John Barrett, Notary Public
STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this 15 day of Jan. 1924 at 2:50 o'clock P. M.
Book 424, Page 473
Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.