

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 477

BLACK PRINTING CO. TULSA

249249 C.M.J.

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

Thomas E. Elliott

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

W. M. Fleetwood

of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of

One Dollar and other good, valuable considerations

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 Eleven (11) in Block Two of Fleetwood Industrial Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued Receipt No. 13381 for payment of mortgage tax on the within mortgage.

Dated this 19 day of Jan, 1924

W. W. Sawyer, Jr. y'atguar

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

Thomas E. Elliott

grantor ha S executed and delivered three certain promissory note S dated 1/10th, 1924

to said part Y of the second part for \$ two for \$933.00 each and one for \$934.00 due twelve, twenty-four and thirty-six months from date (pr. before) respectively, at the Exchange National Bank, Tulsa, Oklahoma,

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

And the first part agree to keep the buildings insured for \$ none

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$ 10.00 and 10%

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

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written.

WITNESSES:

Thos. E. Elliott

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of Jan. 1924, personally appeared

Thomas E. Elliott

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 Sept. 18, 1924. (Seal)

T. L. Sheall

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 18 day of Jan. 1924, at 8:00 o'clock A. M.

Book 424, Page 477

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.