

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

249268

C.M.J.

THIS INDENTURE, Made this 17th day of January A. D. 1924, between

B. E. Capps and Hazel F. Capps, his wife

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

John A. Oliphant and Martha G. Oliphant

of the second part.

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

Two Thousand and No/100 (\$2000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot 1 in Block 13 in North Tulsa, an addition to the City of Tulsa, Oklahoma, according to the Recorded Plat thereof.

TREASURER'S ENDORSEMENT

I have on this 18th day of January, 1924, received of B. E. Capps and Hazel F. Capps, his wife, the sum of \$2000.00, for the purpose of recording this instrument.

Witness my hand and seal this 18th day of January, 1924.

W. W. Foster, County Treasurer

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

B. E. Capps and Hazel F. Capps, his wife

grantor 1st executed and delivered, one certain promissory note dated Jan. 17th, 1924.

to said part 1st of the second part for \$2000.00

due two years from date.

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 \$2000.00

In case that papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$200.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, their 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 1st 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 1st their heirs and assigns.

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

WITNESSES:

B. E. Capps

Hazel F. Capps

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of January, 1924, personally appeared

B. E. Capps

Hazel F. Capps, his wife

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 March 1-1927. (Seal)

A. B. Foster

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 18 day of Jan. 1924, at 1:00 o'clock P. M.

Book 424, Page 478

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk