

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 479

Black Printing Co. Tulsa

249269 O.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 parties of the first part in consideration of the sum of

Three Thousand and No/100 (\$3000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said parties 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:

The East 55 feet of Lot 14 in Block 13 in North Tulsa, an addition to the city of Tulsa, Oklahoma, according to the Recorded Plat thereof.

13371

120

18

Jan 4

B. E. Capps

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, has executed and delivered one

certain promissory note

dated Jan. 17th, 1924

to said parties of the second part for \$3000.00

due two years from date.

with interest at the rate of 8 per centum per annum, payable semi-annually.

And the first parties agree to keep the buildings insured for \$3000.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$300.00

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second parties, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part has 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

of January 1924, personally appeared

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

and

to me known to be the identical person, 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 479

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk