

REAL ESTATE MORTGAGE RECORD No. 424

BLACK FARMING CO. TULSA.

THIS INDENTURE, Made this 16th 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 ies of the first part in consideration of the sum of
Twenty-five hundred (\$2500.00) & No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies 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 West 45 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

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 s ha ve executed and delivered one certain promissory note dated Jan. 17th, 1924
 to said parties of the second part for \$ 2500.00

due two years from date.

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

And the first part ies agree to keep the buildings insured for \$ 2000.00

In case that any papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 250.00

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

IN WITNESS WHEREOF, The said part ies of the first part ha ve 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

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 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 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 480

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk