

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PAPER CO. TULSA

249360, C.M.J. THIS INDENTURE, Made this 18th day of January, A. D., 1924, between

J. F. Prothero and Lois L. Prothero, his wife

of Tulsa

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

Abe Smith

of the second part;

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

One dollar and other valuable considerations

DOLLARS

the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part V 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 One (1), Two (2), and Eleven (11) of Peoria Acres Addition to the city of Tulsa, in Tulsa County, Oklahoma, according to the recorded plat of said addition,

(This Mortgage is subject to a prior and first mortgage executed on the 4th day of January 1924 in the amount of \$7000.00 in favor of Home Building and Loan Association now of record in Tulsa County Oklahoma)

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$32 and issued Receipt 13387 in payment of mortgage

Dated this 18th day of Jan, 1924

W. A. Setser, 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

J. F. Prothero

grantor has executed and delivered TWO certain promissory notes dated November 22nd, 1922.

to said part V of the second part for one note in the amount of \$888.00 due November 24th, 1924, and one note in the amount of \$688.00 due May 24th, 1925,

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

And the first part V agree to keep the buildings insured for \$ a reasonable

In case that papers for foreclosure are filed, the first part V agree to pay an attorney fee of \$ 100.

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

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

WITNESSES:

J. F. Prothero

Mrs. Lois L. Prothero

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of January, 1924 personally appeared

J. F. Prothero and Mrs. Lois L. Prothero, 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 Feb. 6th, 1926. (Seal)

W. A. Setser,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Jan, 1924, at 2:30 P. M.

Book 424, Page 482

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk