

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

249557 C.M.J.

26th

December

A.D., 1923

THIS INDENTURE, Made this

day of

between

Fred Thompson and Margaret Thompson husband and wife

of Tulsa

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

Oscar Belk and Ollie May Belk, husband and wife,

of the second part.

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

Sixteen Hundred and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do hereby 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:

The North One Hundred and Twenty (120) feet of Lot Fourteen (14) in Block Five (5) in Meadowbrook Addition to the city of Tulsa, according to the recorded plat thereof.

13449

16 and 1/2

24

Jan. 4.

L. B.

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

Oscar Belk and Ollie May Belk

grantor has executed and delivered, 46 certain promissory note, dated Dec. 26, 1923

to said part 1st of the second part for \$ Sixteen Hundred and No/100 Dollars (\$1600.00)

due in installments of \$35.00 per month.

with interest at the rate of six (6) per centum per annum, payable monthly

And the first part 1st agree to keep the buildings insured for \$ a reasonable

In case that papers for foreclosure are filed, the first part 1st agree to pay attorney fee of \$ 125.00

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 has hereunto set their hand the day and year first above written.

WITNESSES:

Fred Thompson

Margaret Thompson

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day of December, 1923, personally appeared

Fred Thompson and Margaret Thompson, husband and 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 May 2, 1925. (Seal)

J. Ullery.

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 23 day of Jan.

1924 at 9:50 o'clock A.M.

Book 424, Page 488

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.