

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

249758 C.M.J.

THIS INDENTURE, Made this 28th day of

December

A.D., 1923 between

F. H. Pratt, a single man,

of Tulsa

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

O. L. Pratt, Jr. of Okmulgee, Oklahoma,

of the second part.

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

Five Hundred

and No-

DOLLARS

the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part Y 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 Five (5) and Six (6) of Block Two (2) in Exposition Heights Addition to the city of Tulsa, according to the recorded plat thereof.

13485

10

26

Jan.

4

J.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

F. H. Pratt, party of the first part

grantor has executed and delivered one certain promissory note dated December 28th, 1923

to said part Y of the second part for \$ 500.00

due June 28th, 1924,

with interest at the rate of eight per centum per annum, payable semi-annually from maturity.

And the first part agrees to keep the buildings insured for a reasonable

In case that the papers for foreclosure are filed, the first part agrees to pay an attorney fee of \$ 50.00

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

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

WITNESSES:

F. H. Pratt

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Ottawa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of December 1923, personally appeared

F. H. Pratt, a single man

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 April 12, 1925 (Seal)

J. Beryl Campbell,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 25 day of Jan.

1924 at 2:20 o'clock P. M.

Book 424, Page

490

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk.