

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424 493

BLACK PRINTING CO. TULSA

249944 C.H.J.

27th

October

A.D. 1923

THIS INDENTURE, Made this day of between

Mrs. Louise Hamersley

of Tulsa

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

Robert R. Lockwood

of the second part.

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

Eight Hundred (\$800.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The South Fifty feet of Lot 1, Block 125, Original Town of Tulsa, Tulsa County, Oklahoma.

Subject to a first mortgage by said first party to the Tome Building & Loan Company in the amount of \$4000.00 dated November 15, 1922.

## TREASURER'S ENDORSEMENT

I hereby certify that I have received and issued Receipt No. 3518 for the payment of mortgage taxes and interest.

Date Jan 29, 1924

W. A. Sealing, County 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

grantor has executed and delivered a certain promissory note dated Oct. 27, 1923

to said part of the second part for \$ Eight Hundred Dollars (\$800.00)

due October 27, 1925.

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

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 \$

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

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

Louise Hamersley

WITNESSES:

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th

November

1923, personally appeared

Louise Hamersley

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she

her

executed the same as 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 Sept. 27, 1925. (Seal)

Ota Caspar Stoner,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 28 day of Jan.

1924 at 3:45 o'clock P. M.

Book 424, Page 493

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.