

REAL ESTATE MORTGAGE RECORD No. 424

505

COMPARED

250935 O.M.J.

THIS INDENTURE, Made this

4th

January

A. D. 1924

between

A. F. Maresh, and Lucy Maresh, his wife

Tulsa

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

William Newsome

of the second part.

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

Six Hundred

DOLLARS

the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part his of the second part. V heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Sixteen (16) of Homes Gardens Addition to the city of Tulsa, Oklahoma, according to the official plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued Receipt No. 13711 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Feb 1924

W. W. Stuckey, 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

A. F. Maresh and Lucy Maresh

grantor S ha executed and delivered one installment certain promissory note dated Jan. 4th, 1924

to said part V of the second part for \$ 600.00 due in installments of \$25.00 per month beginning Feb. 4th, 1924, and \$25.00 due on the 4th of each and every month thereafter untill the full amount is paid, and privilege granted to pay entire amount at any installment paying period.

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

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

In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 60.00

Now, if said part 1st 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 1st of the first part for said consideration do ss hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve their hand the day and year first above written.

WITNESSES:

A. F. Maresh

Lucy Maresh

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of January, 1924, personally appeared

A. F. Maresh

Lucy Maresh, 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 Jan. 15th, 1925. (Seal)

H. M. Price,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 12 day of Feb. 1924 at 9:05 o'clock A. M.

Book 424, Page 505

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk