

# REAL ESTATE MORTGAGE RECORD No. 424 511

Black Printing Co. Tulsa

251410 C.N.J.

THIS INDENTURE, Made this 18th day of February A. D. 1924, between

G. A. Smelser and Mary Smelser, husband and wife

of Tulsa

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

Mattie L. Finch and Cecil McCutcheon

of the second part.

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

Three Thousand & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, their

Tulsa

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

Lot number eight (8) in Block number three (3) Kirkpatrick Heights Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof subject to certain mortgage given by parties of first part to Mager Swan Mortgage Company in the amount of Three thousand dollars dated January 1st 1924 drawing seven percent interest and a second mortgage to Cevala M. Michaels in the amount of Twelve hundred dollars drawing ten percent interest dated January 1st, 1924.

## THEASURER'S ENDORSEMENT

I hereby certify that I received \$ 600.00 and issued Receipt No. 13781 for the payment of mortgage

made on the within named property.

Dated this 19th day of Feb., 1924

W. W. Sweeney, 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

G. A. Smelser and Mary Smelser

grantor S ha. Ve executed and delivered two certain promissory note S dated Feb. 18, 1924

to said part 1st of the second part for \$ 1500.00 each, this sum made payable to each of the above named second parties due January 1st, 1926.

with interest at the rate of 7 per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$ 6000.00

In case that the papers for foreclosure are filed, the first part, 1st agree to pay a reasonable attorney fee of \$ 300.00

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 S 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 appraisement, at the option of said second part 1st, their heirs and assigns.

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

WITNESSES:

G. A. Smelser

Mary Smelser

## 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

of February 1924,

personally appeared

G. A. Smelser

and

Mary Smelser, 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 4-13-1924

(Seal)

Katherine Reed

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

18

day of Feb.

1924

at 3:30 o'clock

P.

M.

Book 424, Page 511

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk