

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 515

251603 G.M.J.
 THIS INDENTURE, Made this 21st day of January A.D. 1924 between
J. R. Davis and Mrs. J. R. Davis, husband and wife
Tulsa
 of Collinsville County, in the State of Oklahoma, of the first part, and
R. E. Snell, Jr. of the second part,
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Five Thousand & No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part their and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Three (3) in Block Fifty-five (55), Original town of Collinsville, Oklahoma, according to the recorded plat thereof.

And a certain person property covered in a Chattle mortgage dated January 21st, 1924.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$1.00 and issued
 Receipt 13829 for payment of mortgage
 dated 21 day of Feb 1924
W. A. Stanley, County Clerk
S.B.
 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
J. R. Davis and Mrs. J. R. Davis
 grantor S have executed and delivered one certain promissory note dated 1-24, 1924
 to said part Y of the second part for \$ 5,000.00
 due April 20th, 1924.

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

And the first part 1st agree to keep the buildings insured for \$ 5,000.00
 In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 500.00
 Now, if said part 1st 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 Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.
 WITNESSES:
J. R. Davis
Mrs. J. R. Davis

ACKNOWLEDGEMENT
 STATE OF Oklahoma COUNTY OF Tulsa
 Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of January, 1924 personally appeared
J. R. Davis and Mrs. J. R. Davis, husband and wife and
 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 November 13, 1927. (Seal) O. C. Shaw Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this the 20 day of Feb, 1924 at 1:30 o'clock P. M.
 Book 424, Page 515
Brady Brown, Deputy, (Seal) O. G. Weaver County Clerk.