

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PAPERING CO. TULSA

253529 O. M. J.

27th

February

A. D., 1924

THIS INDENTURE, Made this

day of

between

Dorothy N. Smith and her husband I. A. Smith

of Tulsa

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

B. T. Koonce

of the second part.

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

Nine Hundred Fifty and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Lot thirteen (13) in Block Five (5) of City View Hill
Addition to the city of Tulsa Oklahoma according to
the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 184 and issued
Receipt No. 44124 therefor in payment of mortgage
due on the within mortgage.

Dated this 15 day of March 1924

W. W. Stuckey, County Treasurer

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

Dorothy N. Smith and her husband I. A. Smith

grantor, S. ha. VS. executed and delivered

19

certain promissory note, S.

dated

Feb. 27, 1924

to said part, VS. of the second part for \$ 50.00 each, the first note

due 1 month from Feb. 27, 1924, second note due 2 months from Feb. 27, 1924,
and so on each successive month until the entire amount is paid.

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

And the first part agrees to keep the building insured for

In case that papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his 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 2nd 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 appraisal, at the option of said second part VS. his heirs and assigns.

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

WITNESSES:

Dorothy N. Smith

I. A. Smith

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th

of February, 1924 personally appeared

Dorothy N. Smith and her husband I. A. Smith

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. 9, 1928. (Seal)

R. C. Holloway,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 15 day of March

1924 at 10:40 clock A. M.

Book 424, Page 528

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk