

BLACK PRINTING CO. TULSA

THIS INDENTURE, Made this 15th day of January A. D. 1923, between D.S. Biddlecome and Alice Biddlecome his wife, and W.E. Biddlecome and Louise Biddlecome his wife of Tulsa County, in the State of Oklahoma, of the first part, and H.E. Markev of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of Twenty Five Hundred (\$2500.00) and 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 his heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit: Lot Number Four (4) in Block Number Six (6) Lynch-Forsythe Addition to the city of Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof. This mortgage is given subject to first mortgage of \$7000.00

State of Arkansas) ss. Before me, the undersigned a Notary Public in and for County of Pulaski) said County and State on this 18th day of January 1923 personally appeared Louise Biddlecome wife of W.E. Biddlecome to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 1- 27- 1923 (SEAL) Gaston Johnson Notary Public.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$50 and issued Receipt No. 7327 therefor in payment of mortgage tax on the within mortgage.
Dated this 22 day of Jan 1923
WAYNE L. DICKEY, County Treasurer

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 First parties

grantor S ha Y executed and delivered their five certain promissory note \$ dated 1/15 19 23 to said part Y of the second part for \$ 500.00 each due on the 15th day of February, March April, May and June respectively.

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

And the first part ies agree to keep the buildings insured for \$ 500.00
In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid balance
Now, if said part ies of the first part shall pay or cause to be paid to said part ies 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 ies 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 ies hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set this hand the day and year first above written.
WITNESSES: D.S. Biddlecome
Alice Biddlecome
W.E. Biddlecome
Louise Biddlecome

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of January 19 23 personally appeared D.S. Biddlecome and Alice Biddlecome his wife and W.E. Biddlecome 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 Sept. 14, 1926 (SEAL) E.G. Cunningham Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 20th day of Jan 19 23 at 12 o'clock A M.
Book 424, Page 53 (SEAL) O.G. Weaver
Brady Brown Deputy. County Clerk.