

# REAL ESTATE MORTGAGE RECORD No. 424

537

254613 C.M.J. 31st day of March A.D. 1924, between  
 THIS INDENTURE, Made this day of March, A.D. 1924, between  
 L. D. Scribner and May Scribner, his wife  
 of Red Fork, Tulsa County, in the State of Oklahoma, of the first part, and  
 J. M. Fletcher of the second part.  
 WITNESSETH, That the said parties of the first part in consideration of the sum of  
 Two Hundred and Fifty Six and No/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 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:

All of the South Eighty (80) feet of Lot Two (2) in Block Eleven (11), in the Original Townsite of Red Fork, Oklahoma; according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$44 and from Receipt No. 14310 thereof in payment of mortgage tax on the within instrument.  
 Date of this certificate April 1924  
 W. W. [Signature] 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 L. D. Scribner and May Scribner, his wife, grantor S ha ve executed and delivered One certain promissory note dated Mar. 31, 1924 to said party of the second part for \$ 246.00 due One Year from the date hereof

with interest at the rate of 10 per centum per annum, payable annually.

And the first party agrees to keep the buildings insured for \$ 500.00 In case that the papers for foreclosure are filed, the first party agrees to pay an attorney fee of \$ 10.00 and 10% Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby waive or not waive appurtenment, at the option of said second party his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.  
 WITNESSES: L. D. Scribner  
 May Scribner

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.  
 Before me, the undersigned, a Notary Public, in and for said County and State on this 31st day of March 1924, personally appeared  
 L. D. Scribner and  
 Mary Scribner, 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 March 23rd, 1925. (Seal) Harry E. Wheeler, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this 31 day of March 1924 at 11:30 o'clock A. M.  
 Book 424, Page 537  
 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk