

CONFIDENTIAL

# REAL ESTATE MORTGAGE RECORD No. 424

539

Black Printing Co. Tulsa

254770 C.M.J.

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

R.D. Hisey and Margaret M. Hisey, husband and wife

of Tulsa

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

Benjamin Carpenter

of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of

Fifteen hundred and sixty & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do SS 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 State of Oklahoma, to-wit:

Lot ninety (90) in Block "H", in Vern Heights Sub-Division located in the Southwest quarter of the Northwest quarter of Section four (4) Twp. 19 N. R. 12 E.

RECORDED  
14329  
3 April 1924  
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

R. D. Hisey and Margaret M. Hisey

grantor ha Y9 executed and delivered one certain promissory note dated January 18th, 1924

to said part Y of the second part for \$ 1560.00

due at the rate of fifteen dollars per month beginning February 18th, 1924 for twenty six months then the balance at the rate of Thirty dollars per month, interest is included in the payment

with interest at the rate of eight per centum per annum, payable 1560 annually.

And the first part Y agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part SS agree to pay an attorney fee of \$ 150.

Now, if said part 198 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 198 of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 198 of the first part ha Y9 hereunto set their hand the day and year first above written.

WITNESSES:

R. D. Hisey

Margaret M. Hisey

## 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 day of Feb. 1924 personally appeared

R. D. Hisey and Margaret M. Hisey, 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

executed the same as 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 Aug. 9, 1926. (Seal)

Mildred Goodson,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 2 day of April

1924 at 11:30 clock A.M.

Book 424, Page 539

Brady Brown, Deputy (Seal)

O. G. Weaver,

County Clerk.