

COMPARED REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

219763 C.M.J.

8th

January

A.D. 1923

THIS INDENTURE, Made this _____ day of _____, between _____

D. W. Bell and Mary Barlow Bell (husband and wife)

of _____

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

Mary Bell, single of Bradford, Pennsylvania

_____ of the second part.

WITNESSETH, That the said part^{ies} of the first part in consideration of the sum of _____

Five Thousand (\$5,000.00) Dollars

_____ DOLLARS

the receipt whereof is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part^y of the second part^y her _____ 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 Eight (8) Oak Grove
Addition to Tulsa, according to the recorded
plat thereof

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 3.30 and issued
Receipt No. 7341 in payment of mortgage
tax on the within mortgage.

Dated this 22 day of Jan, 1923

WAYNE L. DICKEY, County Treasurer

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 _____

D. W. Bell and Mary Barlow Bell

grantor^s have executed and delivered 1 certain promissory note _____ dated Jan. 8, 1923

to said part^y of the second part for \$ Five Thousand (\$5,000.00) Dollars

due in three years after date

with interest at the rate of 8 per centum per annum, payable _____ quarterly

And the first part^{ies} agree _____ to keep the buildings insured for \$ _____ a reasonable

In case that _____ papers for foreclosure are filed, the first part^{ies} agree _____ to pay _____ attorney fee of \$ 200.00

Now, if said part^{ies} of the first part shall pay or cause to be paid to said part^y of the second part, _____ her _____ 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^{ies} of the first part for said consideration do _____ hereby waive _____ or not waive _____ appraisement, at the option of said second part _____ her _____ heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part ha^{ve} hereunto set _____ their _____ hand/s the day and year first above written.

WITNESSES: W. C. Franklin

D. W. Bell

W. C. Franklin

Mary Barlow Bell

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of January, 1923, personally appeared _____

D. W. Bell and Mary Barlow Bell

_____ 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 May 18, 1926. (Seal)

V. T. Squires,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 22 day of Jan., 1923 at 1:30 o'clock P. M.

Book 424, Page 54

Brady Brown

Deputy

(Seal)

O. G. Weaver,

County Clerk