

REAL ESTATE MORTGAGE RECORD No. 424

545

255294 O.M.J.

THIS INDENTURE, Made this 7th day of April A.D., 1924, between

Wyatt Basham, a single person

of Tulsa

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

Pauline Chase

of the second part.

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

One Hundred Fifteen and 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, her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot 25, in Block 3, in Liberty Addition to the city of Tulsa, Tulsa County, Oklahoma, same being no part of homestead.

This mortgage is given subject to a mortgage executed on the 28th day of November 1923, by the same grantor to the same grantee, and which has not yet been paid.

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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

Wyatt Basham

grantor ha S executed and delivered one certain promissory note dated Apr. 7, 1924

to said part Y of the second part for \$ 115.00 due June 7, 1924, payable to Pauline Chase, with 10% interest from date, and ten per cent of the principal as attorney fees if placed in the hands of an attorney for collection.

with interest at the rate of per centum per annum payable

And the first part Y agree S to keep the buildings insured for \$ 100.

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$

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

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written.

WITNESSES:

Wyatt Basham

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of April 1924 personally appeared

Wyatt Basham, a single person

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 Dec. 28, 1927. (Seal)

Ruth Blair,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 8 day of April

1924, at 3:45 o'clock P.M.

Book 424, Page 545

Brady Brown, Deputy, (Seal)

O. G. Weyer,

County Clerk