

COMPARED

# REAL ESTATE MORTGAGE RECORD No. 424

551

255627 G.M.J.

THIS INDENTURE, Made this 2nd day of April, A. D., 1924, between  
R. Feldman and Gussie Feldman, his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Frank Winters of the second part,

WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Ten Thousand 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:

West Forty and one-half (40½) feet of Lot Three (3) Block  
Eighty-nine (89) Original Townsite of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$680 and from  
Receipt No. 1147 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 12 day of April, 1924

W. W. Suckey, County Treasurer

SB

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. Feldman and Gussie Feldman, his wife  
grantor s have executed and delivered one certain promissory note dated April 2, 1924  
to said part Y of the second part for \$ 10,000.00

due July 28, 1927

With interest at the rate of 8 per centum per annum, payable annually.

And the first part ies agree to keep the buildings insured for \$ --- a reasonable  
In case that the papers for foreclosure are filed, the first part ies agree to pay an attorney fee of \$ ---  
Now, if said part ies of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or as-  
signs, 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 con-  
sideration do hereby waive or not waive appraisalment, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

J. J. Day

R. Feldman

Gussie Feldman

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day  
of April, 1924, personally appeared  
R. Feldman  
Gussie Feldman, 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 4/2/1925 (Seal)

J. J. Day,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 12 day of April, 1924 at 10:45 o'clock A. M.

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Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.