

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

555

Blount Finance Co., Tulsa

256136 C.M.J.

THIS INDENTURE, Made this 15th day of April A.D. 1924, between

J. M. Burckhartt and Virginia Burckhartt, husband and wife

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

Charles L. Elliott

of the second part.

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

Six Thousand \$

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:

The Southeast quarter of Section One in Township Seventeen North, Range Fourteen East.

Subject to a first mortgage of Five thousand dollars in favor of Travelers Insurance Co.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$600 and issued Receipt No. 44578 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of April 1924

W. W. Stacey, County Treasurer

573

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

J. M. Burckhartt and Virginia Burckhartt

grantor, have executed and delivered one certain promissory note dated Apr. 15, 1924

to said party of the second part for \$ 6000.00

due Five years after date.

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

And the first parties agree to keep the buildings insured for \$ a reasonable

In case that the papers for foreclosure are filed, the first parties agree to pay attorney fee of \$

Now, if said parties 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisal, 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:

J. M. Burckhartt

Virginia Burckhartt

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 April 1924 personally appeared

J. M. Burckhartt

Virginia Burckhartt

to me known to be the identical person 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 Jan. 27, 1927. (Seal)

F. S. Hurd,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of April 1924, at 9:30 o'clock A.M.

Book 424, Page 555

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk