

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

256998 C.M.J.

THIS INDENTURE, Made this 17th day of April, A. D., 1924, between  
A. J. Fishbaugh and Daisy Fishbaugh, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
Pauline Calvert of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of  
One Thousand (\$1000.00) DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part heirs and  
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Starting at a point 433.1 feet East of the South-west corner of the South-west Quarter of the North-east Quarter of Section Twenty-seven (27) Township Twenty (20) North, Range Thirteen (13) East; for the place of beginning Thence in a Northeasterly direction 570.8 feet to an iron Post; Thence East a distance of 109.9 feet; to an iron Post; Thence Northwesterly a distance of 573.4 feet to an iron Post; Thence a distance of 247.7 feet to an iron Post; Thence South a distance of 25 feet to an iron Post; Thence a distance of 296 feet to an iron Post; and Booth Street; Thence South on Booth Street a distance of 1013.5 feet to an iron stake; Thence West a distance of 704.9 feet to the place of beginning, containing Twelve acres more or less, according to the survey thereof.

## NOTARIAL ENDORSEMENT

I, W. W. Smith, Notary Public, received \$20 and issued  
4695 for or in payment of mortgage  
29 April 1924  
W. W. Smith  
 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  
A. J. Fishbaugh and Daisy Fishbaugh, his wife,  
 grant to S ha S executed and delivered their certain promissory note dated April 17th, 1924  
 to said part Y of the second part for \$ 1000.00  
 due February 1st 1925

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

And the first part 198 agree to keep the buildings insured for \$ a reasonable  
 In case that the papers for foreclosure are filed, the first part 198 agree to pay an attorney fee of \$ 100.00  
 Now, if said part 198 of the first part shall pay or cause to be paid to said part Y of the second part, 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 198 of the first part for said consideration do hereby wave or not waive appraisal, at the option of said second part 198 their heirs and assigns.

IN WITNESS WHEREOF, The said part 198 of the first part have hereunto set their hand the day and year first above written.  
 WITNESSES:  
A. J. Fishbaugh  
Daisy Fishbaugh

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa  
 Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day  
 of April, 1924, personally appeared  
A. J. Fishbaugh and Daisy Fishbaugh, his wife 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 Nov. 20, 1924. (Seal) D. C. Powers, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this 30 day of April, 1924, at 1:25 o'clock P. M.  
 Book 424, Page 566  
Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.