

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

257456 C.M.J.

THIS INDENTURE, Made this 26th day of April A.D., 1924, between

Sarah Call, nee Squires and C. C. Call, her husband

of Tulsa

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

L. M. Middleton

of the second part.

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

Two-thousand and No/100 (\$2000.00)

DOLLARS

the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 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:

Lot Twelve (12) in Block Forty-seven (47) in the city of Collinsville, Tulsa County, Oklahoma.

THESAUROUS RECORDS
I hereby certify that I received \$2.80 and issued
Book 424, Page 568
May 4
J. B. 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

Sarah Call, nee Squire, and C. C. Call, her husband,

grantor has executed and delivered one certain promissory note dated Apr. 26, 1924

to said part of the second part for \$2000.00, payable at the office of J. H. Middleton at Collinsville, Oklahoma.

due April 26, 1926.

with interest at the rate of 10% per centum per annum, payable quarterly from date.

And the first part agrees to keep the buildings insured for \$2500.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$10.00 and 10% of the amount remaining unpaid.

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part, 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:

Sarah Call, nee Squire

C. C. Call

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of April 1924 personally appeared

Sarah Call, nee Squires, and C. C. Call, her husband

and

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 Sept. 1st, 1927. (Seal)

M. B. Day,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 6 day of May 1924 at 8:30 o'clock A.M.

Book 424, Page 568

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk