

BLACK PRINTING CO. TULSA

257481. C.M.J.

THIS INDENTURE, Made this 29th day of April, A. D., 1924, between

Gus Tankersley and Nancy Tankersley, his wife,

of Tulsa

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

J. D. Winters,

of the second part.

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

Six Hundred & No/100 (\$600.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Lots numbered One (1), Two (2), Three (3) and Four (4), in Block numbered Three (3) in the Town of Sperry, Oklahoma, according to the recorded plat thereof.

This mortgage is a second real estate mortgage and is given subject to a prior mortgage given by said parties of first part to J. D. Winters, Sperry, Oklahoma, for the sum of \$1500.00, dated June 25th, 1923, and now of record.

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

Gus Tankersley and Nancy Tankersley,

grantor, s ha, ve executed and delivered, their certain promissory note dated April 29th, 1924, to said part 2nd of the second part for \$ 600.00

due October 29th, 1924, drawn on regular form of customers note now used by State Guaranty Bank, Sperry, Oklahoma.

with interest at the rate of ten (10%) per centum per annum, payable semi-annually.

And the first part 1st agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 50.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 appraisalment, at the option of said second part 2nd, his heirs and assigns.

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

WITNESSES:

Gus Tankersley

Nancy Tankersley

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th

of April 1924, personally appeared

Gus Tankersley

Nancy Tankersley, 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 Aug. 12th, 1926. (Seal)

Joe Harshbarger,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 6 day of April

1924 at 11:20 o'clock

A. M.

Book 424, Page 569

Brady Brown,

Deputy, (Seal)

O. G. Weaver,

County Clerk.