

REAL ESTATE MORTGAGE RECORD No. 424

571

257568 C.M.J.

THIS INDENTURE, Made this 17th day of November A. D., 1923 between

Charles E. Bailey

of Tulsa

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

Lottie Marie Bailey

of the second part.

WITNESSETH, That the said part: Y of the first part in consideration of the sum of

Forty Five (\$45.00) and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot eleven in Block No. Two Fair View Addition No. Two an addition to the city of Tulsa.

Tulsa Okla. November 17, 1923 January 15th 1924 after date for value received I, we or either of us, jointly and severally waiving grace and protest promise to pay to the order of Lottie May Bailey Forty-five and No/100 Dollars.

Charles E. Bailey.

THESAUER'S ENFORCEMENT

I hereby certify that I received \$ 10 and issued Receipt No 14823

Done at Tulsa, Oklahoma this 17th day of November 1923. Charles E. Bailey, Charles E. Bailey, 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

Charles E. Bailey

grantor ha executed and delivered his certain promissory note dated November 17, 1923

to said part Y of the second part for \$45.00

due January 15, 1924.

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

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

In case that the papers for foreclosure are filed, the first part agree to pay attorney fee of \$ 25.00

Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, her 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 Y of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said consideration do hereby waive appraisalment, at the option of said second part her heirs and assigns.

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

WITNESSES:

Charles E. Bailey

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th

of November 1923 personally appeared

Charles E. Bailey

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he

executed the same as his 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 December 26, 1924. (Seal)

B. D. Rambo,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 7 day of May

1924 at 10:15 clock A. M.

Book 424, Page 571

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.