

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

257793 C.M.J.

6th

May

1924

THIS INDENTURE, Made this

day of

A. D., 1924, between

R. A. Reynolds

of Tulsa

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

B. E. Capps

of the second part.

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

Seven hundred and forty-three and 25/100

DOLLARS

the receipt whereof is hereby acknowledged, do RE by these presents grant, bargain, sell and convey unto said part V 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 the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter of Section 5, Township 20 North, Range 13 East, (Subject to one certain first mortgage for \$2400.00 recorded in Book 304, Page 367 in favor of The Travelers Insurance Co. and dated July 20, 1920. The obligation herein secured is the same as that represented in a certain mortgage for the sum of \$480.00 dated July 20, 1920 and recorded in Book 304, page 556, together with interest, cost and attorney's fee accruing in the foreclosure of said mortgage in the District Court of Tulsa County, Oklahoma, in cause No. 21620, and the lien hereby created covers all the property covered by said original mortgage, in lieu of which it is given.) for the purpose of carrying forward and presenting said original mortgage lien.)

14863
10 May 4
S.B.

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

R. A. Reynolds

grantor ha S executed and delivered his non-negotiable certain promissory note dated May 6, 1924

to said part V of the second part for \$ Seven hundred and forty-three and 25/100 (\$743.25) due one year from date,

with interest at the rate of 8 per centum per annum, payable annually.

And the first part agrees to keep the buildings insured for \$ 100.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 100.00

Now, if said part V of the first part shall pay or cause to be paid to said part V 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 V of the second part shall be entitled to the possession of said premises. And the said part V of the first part for said consideration do RE hereby waive or not waive appraisal at the option of said second part their and assigns

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

WITNESSES:

R. A. Reynolds

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of May 19 24 personally appeared

R. A. Reynolds

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he his executed the same as 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. 27, 1924 (Seal)

Anna C. McClure Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 9 day of May 19 24 at 2:30 o'clock P. M.

Book 424, Page 576

Brady Brown

Deputy.

(Seal)

O. G. Weaver

County Clerk.