

REAL ESTATE MORTGAGE RECORD No. 424

579

Black Printing Co. Tulsa

258094 G.M.J.
THIS INDENTURE, Made this 18th day of April A.D., 1924, between
Emby Kaye
of Tulsa County, in the State of Oklahoma, of the first part, and
S. C. Clover and G. R. McCullough of the second part.
WITNESSETH, That the said part Y of the first part in consideration of the sum of
Twenty five hundred (\$2500.00) DOLLARS
the receipt whereof is hereby acknowledged, do ^{SS} by these presents grant, bargain, sell and convey unto said part ies of the second part their and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot 1 and all of lot 2, except a strip twenty feet wide
along the south side of Lot 2, said strip running from Utica
Avenue to Swan Drive, all in Block 2, Swan Park Addition,
according to the recorded plat thereof,

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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
party of the first part
grantor ha ^S executed and delivered one certain promissory note dated April 18, 1924
to said part ies of the second part for \$ 2500.00
due on or before six months from this date,

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

And the first part Y agree ^S to keep the buildings insured for \$ a reasonable
In case that the papers for foreclosure are filed, the first part Y agree ^S to pay an attorney fee of \$ 100.00
Now, if said part Y of the first part shall pay or cause to be paid to said part ^{SS} of the second part, their 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 ^{SS} of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said con-
sideration do hereby waive or not waive appraisalment, at the option of said second part ies, their heirs and assigns.

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

WITNESSES:

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day
of April 1924, personally appeared
Emby Kaye 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 Jan. 2, 1927, (Seal) J. Roy Thompson, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 18 day of May 1924, at 2:45 o'clock P. M.
Book 424, Page 579
Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.