

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

581

BLACK PRINTING CO. TULSA

258024 C.M.J.

12th

May

A. D. 1924

THIS INDENTURE, Made this day of between

W. P. McGinnis, and Jodie May McGinnis, his wife,

of Tulsa

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

Tidal Oil Company, a corporation of Tulsa, Oklahoma,

of the second part.

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

Seven Thousand, Four Hundred and No/100

DOLLARS

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

In Tulsa County:- Lots Nos. 2 and 3, Block No.4 in Lakeview Addition to the city of Tulsa, according to the Recorded Plat thereof and now known and designated as 1412 South Utica Street in said City;

In Muskogee County:- The most Northerly 50 feet of the most Southerly 160 feet of the most Westerly 150 feet of Block No. 107 in the city of Muskogee, according to the Recorded Plat thereof, and now known and designated as No. 514 South 14th Street in said city.

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

W. P. McGinnis

grantor has executed and delivered one certain promissory note dated 5/12 1924

to said party of the second part for \$ 7,400.00

due on demand after date

with interest at the rate of 6 per centum per annum, payable monthly.

And the first party agrees to keep the buildings insured for \$ 10,000.00

In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$ 10.00 and ten per cent of the amount remaining

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

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

W. P. McGinnis

WITNESSES:

Jodie May McGinnis

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th

day of May 1924, personally appeared

W. P. McGinnis

Jodie May McGinnis, his wife

to me known to be the identical persons 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 July 6, 1924. (Seal)

V. M. Swain,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 12 day of May

1924 at 4:40 o'clock P. M.

Book 424, Page 581

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.