

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

585

BLACK PRINTING CO., TULSA

258524 C.M.J.

8th day of May

A. D., 1924, between

D. H. Markham and Joy Pratt Markham
Arkansas

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

J. J. Wood and Ada L. Wood

of the second part.

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

Four Hundred Fifty and No/100ths

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot 10 (10) in Block Five (5) of Exposition Heights
Addition to the city of Tulsa as recorded in the County
Clerk's office in and for Tulsa County, Oklahoma.

This mortgage is given subject to a mortgage by the second parties herein to J. L. Payne dated October 25th 1923 in amount of \$150.00 bearing interest at eight per cent per annum from date and becoming due June 25th, 1924, and which mortgage the mortgagors herein agree to assume and pay.

#1. ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK.

County of Washington)
State of Arkansas.) ss.

On this 12 day of May A.D. 1924, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Joy Pratt Markham to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.
My commission expires 1/12, 1927. (Seal) T. L. Hart, Notary Public.

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

D. H. Markham

grantor, ha. S. executed and delivered Twenty-three certain promissory note S dated May 8th, 1924

to said part 1st of the second part for \$ a total amount of \$450.00, twenty-two of the notes being for \$20.00 and one note for \$10.00, the first \$20.00 becoming due July 1st, 1924 and one each on the first of each succeeding month until the total of \$450.00 is paid and bearing interest at the rate of eight per cent per annum.

with interest at the rate of per centum per annum payable semi-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 1st agree to pay an attorney fee of \$ --

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, their heirs or assigns, said sum of money in the above described note, S 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 1st 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 their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha. VS hereunto set their hand the day and year first above written.

D. H. Markham

WITNESSES:

Joy Pratt Markham

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th

day of May 1924, personally appeared

D. H. Markham

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.

Sept. 27, 1927. (Seal)

James B. Brooks,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of May

1924 at 2:30 o'clock P. M.

Book 424, Page 585

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk