

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

258811 C.M.J.

5th

May

A. D. 1924

THIS INDENTURE, Made this

day of

between

William Louis Hoisington and Laura A. Hoisington, his wife

of Tonkawa, Kay

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

T. J. Whitfield, of Muskogee, Muskogee County, Oklahoma.

of the second part.

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

Two Thousand and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his

Tulsa

assigns, all of the following described REAL ESTATE, situate in the County of State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eighteen (18), Township Nineteen (19) North, Range Eleven (11) East, being a portion of the surplus allotment of Aggie Fisher, deceased.

TULSA COUNTY RECORDS  
I hereby certify that on May 6, 1924  
Receipt No. 15053  
tax on the within mortgage.  
Landed this 23rd day of May 1924  
W. W. [Signature]  
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

William Louis Hoisington and Laura A. Hoisington

grantor 1st have executed and delivered their two certain promissory note 2nd dated May 5, 1924,

to said part 2nd of the second part for \$ described as follows:

One note for \$1,000.00 due one year from date, bearing interest at the rate of 6 $\frac{1}{2}$ % per annum, payable semi-annually; One note for \$1,000.00, due two years from date, bearing interest at the rate of 6 $\frac{1}{2}$ % per annum, payable semi-annually.

with interest at the rate of 6 $\frac{1}{2}$ % per annum, payable

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

In case the said promissory notes are foreclosed, the first part 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 2nd of the second part, his heirs or assigns, said sum of money in the above described note 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 1st their heirs and assigns.

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

WITNESSES:

W. L. Hoisington

Laura A. Hoisington

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Kay ss.

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

of May 1924, personally appeared

William Louis Hoisington and Laura A. Hoisington, his wife

to me known to be the identical person 2nd 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 March 3, 1925. (Seal)

Fred French,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 22nd day of

May

1924

at 10:30

A.

Book 424, Page 588

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk.