

## REAL ESTATE MORTGAGE RECORD No. 424

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Black Printing Co. TULSA

THIS INDENTURE, Made this 27th day of December, A. D. 1922, between  
Redmond Holmes  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
W. E. Winn Lumber Company of the second part.  
 WITNESSETH, That the said part Y of the first part in consideration of the sum of Six Hundred Eighty  
00 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part its heirs and  
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Five (5) of Block Seven (7) Rosedale  
 Addition to the city of Tulsa, Oklahoma according to the  
 plat thereof on file in the office of Register of Deeds

TREASURER'S ENCLOSUREMENT  
 I hereby certify that I received \$ 73.70 and issued  
 Receipt No. 7370 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 23 day of Jan 1923.  
 WAYNE L. DICKEY, County Treasurer.  
W. L. D. 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  
Redmond Holmes  
 grantor has executed and delivered One certain promissory note dated Dec. 27, 1922  
 to said part Y of the second part for \$ 680.00  
Due June 27th 1923

with interest at the rate of 10 per centum per annum, payable annually

And the first part Y agree to keep the buildings insured for \$ 700.00  
 In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 10.00 and ten per cent  
 Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, its 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 Y 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 its or not waive its appraisalment, at the option of said second part Y its heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand the day and year first above written.  
 WITNESSES: Redmond Holmes

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.  
 Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day  
 of December, 1922, personally appeared  
Redmond Holmes 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 8-4th 1925 (SEAL) J. H. Bankston Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this 23rd day of Jan, 1923, at 3:20 o'clock P. M.  
 Book 424, Page 60 (SEAL) O. G. Weaver  
Brady Brown Deputy County Clerk.