

## REAL ESTATE MORTGAGE RECORD No. 424

Black Patent Co. Tulsa

260422 C.M.J.

THIS INDENTURE, Made this 11th day of June A.D. 1924 between

Jessamine Smith, a single woman

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

Lee M. Smith

of the second part.

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

Eight Hundred (\$800.00) and No/100

DOLLARS

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

Lot Number Twenty (20) in Block Number Eight (8) Highland  
Second Addition to the city of Tulsa, Tulsa County, Oklahoma  
as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$1000.00  
payable to the Exchange Trust Company of Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$800.00 and issued  
this mortgage of \$800.00 and of payment of mortgage

12330  
12 June 1924  
J.B.  
Tulsa

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

Jessamine Smith

grantor has executed and delivered her certain promissory note dated June 11th, 1924,  
to said part Y of the second part for \$ 800.00

due and payable at the rate of \$25.00 per month and interest on balance from time  
to time unpaid, at the rate of 8% per annum.

with interest at the rate of 8% per centum per annum, payable monthly.

And the first part Y agree S to keep the buildings insured for \$ 600.00

In case that papers for foreclosure are filed, the first part Y agrees S to pay a reasonable attorney fee of \$ 10.00 and 10% of any  
unpaid balance.

Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part his heirs 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 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 consideration do hereby waive or not waive appraisalment, at the option of said second part Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand the day and year first above written.

Jessamine Smith

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 11th day of June 1924 personally appeared

Jessamine Smith, a single woman

and

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 the day and year last above written.

My Commission expires Sept. 14th, 1926. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 12 day of June 1924 at 1:00 o'clock P. M.  
Book 424, Page 600

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk