

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

603

BLACK PRINTING CO. TULSA

260834

C.M.J.

THIS INDENTURE, Made this 3rd day of May A.D. 1923, between

E. L. Mills and Grace Mills, his wife

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

Nola Childers Tracy and Forest R. Tracy, her husband

of the second part.

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

Twenty-seven Hundred & No/100

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 Number Six (6) in Block Number Ten (10) Childers Heights Addition to the city of Tulsa Oklahoma, as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100 and issued Receipt 15407 in payment of mortgage tax on the above described property.

Dated the 19 day of June 1924

W. W. Miller, County Treasurer

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

E. L. Mills and Grace Mills, his wife,

grantor E. L. Mills executed and delivered two certain promissory note S dated May 3rd, 1923

totalling

to said part 1st of the second part for \$2700.00, i.e., one note in the amount of \$300.00 due in eighteen months and one note in the amount of \$2400.00 due in two years from date.

with interest at the rate of seven per centum per annum, payable semi-annually.

And the first part 1st agree to keep the buildings insured for \$ 10.00 & 10% of any unpaid

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 & 10% of any unpaid

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 part 1st of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second part 1st their heirs and assigns.

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

WITNESSES:

E. L. Mills

Grace Mills

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3d day of May, 1923 personally appeared

E. L. Mills and Grace Mills, his wife

and

to me known to be the identical person S 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 Sept. 14, 1926.

(Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 18 day of June 1924, at 10:30 clock A.M.

Book 424, Page 603

Brady Brown,

Deputy (Seal)

O. G. Wagar,

County Clerk