

# REAL ESTATE MORTGAGE RECORD No. 424

607

Black Printing Co. Tulsa

260941 G.H.J.

THIS INDENTURE, Made this 3rd day of June A.D., 1924, between  
E. N. Holmes and Grace Naylor Holmes, husband and wife,  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Donald Prentice of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Thirty-six Hundred 00/100 DOLLARS  
the receipt whereof is hereby acknowledged, do 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 Twelve (12), in Block Three (3) in Barton Addition  
to the city of Tulsa, according to the recorded plat  
thereof.

This is a second mortgage upon the above described premises  
subject to a first mortgage in favor of the mortgage bond  
company.

This mortgage is given as additional security of note and  
mortgage in the sum of \$3600.00, dated December 12th, 1923,  
due December 12th, 1926.

*No Tax required*  
I hereby certify that I received \$ and issued  
Receipt No. of in payment of mortgage  
tax on the within mortgage.

Dated this 1924  
W. W. Shockey, County Treasurer

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. N. Holmes and Grace Naylor Holmes  
grantor S ha VS executed and delivered 000 certain promissory note dated Dec. 12, 1923  
to said part Y of the second part for \$ 3600.00  
due December 12th, 1926.

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

And the first part Y agree to keep the buildings insured for \$ 360.00  
In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 360.00  
Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part his 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 1st of the first part for said con-  
sideration 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 1st of the first part ha VS hereunto set their hand the day and year first above written.  
WITNESSES:  
E. N. Holmes  
Grace Naylor Holmes

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa  
Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day  
of June 1924, personally appeared  
E. N. Holmes and  
Grace Naylor Holmes, husband and wife  
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 2-15-26 (Seal) Elsie Fern Purdy, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
Filed for record this the 19 day of June 1924 at 1:50 o'clock P.M.  
Book 424, Page 607  
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.