

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

261044 C.M.J.

THIS INDENTURE, Made this 26th day of May, A.D., 1924, between

Jesse Jones and Annie Jones, his wife

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

Coggswell Lumber Company

of the second part.

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

Four Hundred fifty & 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 their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Nine (9) Block seven (7) Barry-Harts Re-subdivision of Block seven (7) and ten (10) Roosevelt Addition to Tulsa, Oklahoma, together with all improvements thereon.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 84 and issued
Tulsa No. 15445 in order to payment of mortgage
for the within mortgage.

Dated this 21 day of June 1924
W. W. Gandy, County Treasurer

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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

Jesse Jones and Annie Jones, his wife,

grantor 8 ha. 90 executed and delivered 8 certain promissory note dated May 26, 1924

to said part 2nd of the second part for \$ 450.00

due August 26, 1924

with interest at the rate of 8 per centum per annum, payable annually

And the first part 1st agree to keep the buildings insured for \$ 1200.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part their 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 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 their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha. 90 hereto set their hand the day and year first above written.

WITNESSES:

Jesse Jones

Annie Jones

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of May 1924 personally appeared

Jesse Jones and Annie Jones

to me known to be the identical person 8 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 Jan. 3, 1926. (Seal)

D. A. Mullen,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 20 day of June 1924 at 1:30 o'clock P. M.

Book 424, Page 610

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk.