

REAL ESTATE MORTGAGE RECORD No. 424

611

THIS INDENTURE, Made this 19th day of April, A.D., 1924, between H. R. Moffett,
a single man,
of Tulsa County, in the State of Oklahoma, of the first part, and Oscar J. Smith and Norbert J. Smith,
of the second part,

WITNESSETH, That the said part Y of the first part in consideration of the sum of Fifteen Hundred
(\$1500.00) and No/100- - - - - DOLLARS
the receipt whereof is hereby acknowledged, do SS 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 Sixty-seven (67) in Block Two (2) in
Harvard Heights Addition to the City of Tulsa,
according to the recorded plat thereof,

15475
24 June 4
B. Quinn

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
H. R. Moffett,
grantor has executed and delivered one certain promissory note dated Feb. 27th, 1924
to said part 1st of the second part for \$ 1500.00, payable in monthly installments of \$ 25.00 each, on or
before the 15th day of each month, untill said note is fully paid.

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

And the first part Y agree S to keep the buildings insured for \$ _____ a reasonable
In case that the papers for foreclosure are filed, the first part Y agree S to pay an attorney fee of \$ 10.00 and 10% on unpaid Balance
Now, if said part Y of the first part shall pay or cause to be paid to said part 1st of the second part, their 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 SS hereby waive or not waive appraisalment, at the option of said second parties their 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: H. R. Moffett

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.
Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day
of April, 1924 personally appeared
H. R. Moffett, a single man,

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 Aug 9, 1926 (SEAL) Mildred Goodson Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
Filed for record this the 24 day of June, 1924, at 1:40 o'clock P. M.
Book 424, Page 611
Brady Brown Deputy, (SEAL) O. G. Weaver County Clerk.