

REAL ESTATE MORTGAGE RECORD No. 424

621

BLACK PRINTING CO. TULSA

263359 C.M.J.

THIS INDENTURE, Made this eight day of July A.D. 1924, between

M. E. Cole and Maggie B. Cole, his wife
California
of Fresno County, in the State of Oklahoma, of the first part, and
A. E. Barrus of the second part.

WITNESSETH, That the said part 1st (the first part in consideration of the sum of
Two Thousand (\$2000.00) 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 Numbered Sixteen (16) in Block Numbered Three (3) of the Highlands Second Addition to the City of Tulsa, Tulsa County, State of Oklahoma as shown by the recorded plat thereof, 18851

TREASURER'S ENDORSEMENT

22 July 1924
9:35 A.M.

#1.
State of California,)
County of Fresno.)ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day of July, 1924, personally appeared Maggie B. Cole, wife of M.E. Cole 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 March 1927. (Seal) John C. Hammel, Notary Public.

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

M. E. Cole and Maggie B. Cole, his wife

grantor S have executed and delivered one certain promissory note dated July 8, 1924 to said part Y of the second part for \$ 2000.00 Two Thousand Dollars, due July 8, 1926, with interest at the rate of ten (10) percent payable semi-annually.

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

And the first part 1st agree to keep the buildings insured for \$ 2000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10 percent of the unpaid balance.

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 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 1st of the first part for said consideration do 1st 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 have hereunto set their hand the day and year first above written.

WITNESSES:

M. E. Cole

Maggie B. Cole

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of July, 1924, personally appeared

M. E. Cole, husband of Maggie B. Cole and

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 Sept. 14, 1926. (Seal)

E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 21 day of July, 1924 at 9:35 o'clock A. M.

Book 424, Page 621

Brady Brown, Deputy. (Seal)

O. G. Weaver

County Clerk.