

Smith (Mortgage) 11/5

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

263491 C.M.J.

11th

July

A.D., 1924

THIS INDENTURE, Made this _____ day of _____ between _____

Thelma Fields

of _____ County, in the State of Oklahoma, of the first part; and _____

J. W. Sanders

_____ of the second part.

WITNESSETH, That the said part _____ of the first part in consideration of the sum of _____

Three Hundred and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part _____ 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:

The North half of the Southeast quarter; and the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 30, Township 22, Range 14 and containing 30 acres more or less.

This mortgage is subject to a certain first mortgage bearing the date of March 4th, 1924 in amount of Five Hundred and No/100 Dollars.

THE STATE OF OKLAHOMA

13866
23 July 4
J.M.

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 _____

Thelma Fields

grantor _____ has executed and delivered _____ certain promissory note _____ dated July 11th, 1924

to said part _____ of the second part for \$ Three Hundred and No/100

due September 4, 1924

with interest at the rate of 10 per centum per annum, payable semi-annually

And the first part _____ agrees _____ to keep the buildings insured for \$ _____ a reasonable _____ 25.00

In case that the papers for foreclosure are filed, the first part _____ agrees _____ to pay an attorney fee of \$ _____

Now, if said part _____ of the first part shall pay or cause to be paid to said part _____ 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 _____ of the second part shall be entitled to the possession of said premises. And the said part _____ of the first part for said consideration do _____ hereby waive _____ or not waive _____ appraisalment, at the option of said second part _____ heirs and assigns.

IN WITNESS WHEREOF, The said part _____ of the first part has _____ hereto set _____ her _____ hand the day and year first above written.

Thelma Fields

WITNESSES:

L. A. Sims

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th

July

1924

of _____ personally appeared _____

Thelma Fields

and _____

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 April 22, 1926. (Seal)

H. T. Frost,

(Seal reads: Harold T. Frost) Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 22 day of July

1924 at 10:00 clock A.M.

Book 424, Page 622

Brady Brown,

Deputy

(Seal)

O. G. Kavar,

County Clerk.