

REAL ESTATE MORTGAGE RECORD No. 424

623

BLACK PRINTING CO. TULSA

263497 C.M.J.

THIS INDENTURE, Made this 8th day of July A.D. 1924, between

J. H. Warren & Bertha F. Warren, his wife

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

S. W. Mitchell

of the second part.

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

Nine Hundred (900.00)

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:

Lot Fourteen (14) in Block Two (2) of the subdivision of Blocks Two (2) and Three (3) and Seven (7) of Terrace Drive Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.
 Received 15857
 Tax on 22 July 4
 G. 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

J. H. Warren & Bertha F. Warren, his wife

grantor, have executed and delivered, one certain promissory note, dated June 18, 1924

to said part of the second part for \$ 900.00 payable at the rate of 25.00 per month beginning July 18, 1924

due - - -

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

And the first part agrees to keep the buildings insured for \$ 5000.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$ 90.00

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, his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

J. H. Warren

Bertha F. Warren

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

J. H. Warren and Bertha F. Warren, his wife

and

to me known to be the identical person, 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 Aug. 21, 1924. (Seal)

C. E. Hart,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 22 day of July, 1924, at 11:00 o'clock A.M.

Book 424, Page 623

Brady Brown

Deputy.

(Seal)

O. G. Weaver,

County Clerk