

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

263990 G.M.J.

THIS INDENTURE, Made this 28th day of July, A.D., 1924, between Mrs. Laura B. Hathcock and H. W. Hathcock; (her husband)of Tulsa County, in the State of Oklahoma, of the first part, and H. A. Sheldon of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum of Seven Hundred-Seventy-six and No/100 DOLLARSthe 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:

All of Lot Four (4) in Block Sixteen (16) Hillcrest
Addition to the city of Tulsa, State of Oklahoma
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 776.00 and issued
Receipt No. 15932 in payment of mortgage
dated July 28 1924
W. W. Sandberg, County Treasurer
g m
Deputy

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 Mrs. Laura B. Hathcock and H. W. Hathcock;

grantor S ha ve executed and delivered one certain promissory note dated 7/28, 1924

to said part Y of the second part for \$ 776.00
due July 25th, 1926.

with interest at the rate of 9 per centum per annum, payable semi annually

And the first part 1st agree to keep the buildings insured for \$ 4,000.00 a reasonable
In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 50.00

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 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 ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Mrs. Laura B. HathcockH. W. Hathcock

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this Twenty-eighth day of July, 19 24 personally appeared

Mrs. Laura B. HathcockH. W. Hathcock and

to me known to be the identical person S 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 Oct. 27th, 1926. (Seal)J. G. Hollis, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 28 day of July, 19 24 at 4:15 o'clock P. M.

Book 424, Page 626Brady Brown, Deputy. (Seal)O. G. Weaver, County Clerk.