

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

264090 C.M.J.

THIS INDENTURE, Made this 14th day of July A. D. 1924, between

T. J. Thurman and Mary C. Thurman, husband and wife,

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

Louis Cohen and Clarissa L. Cohen

of the second part.

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

Four Hundred and No/100

DOLLARS

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

The West Seventy (70) feet of Lot Five (5) in Block Two (2), in the Second Oak Grove Addition and the East Five (5) feet of the vacated Cincinnati Avenue adjoining said lot on the West, to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

(This mortgage is given subject to a certain first mortgage as shown of record)

#1.

STATE OF KENTUCKY, County of Harden. ) ss.

Before me the undersigned, a Notary Public, in and for said County and State on this 18th day of July, 1924 personally appeared Mary C. Thurman, wife of T. J. Thurman 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 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 Jan. 18, 1926. (Seal) Theo. B. Terry, 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

T. J. Thurman and Mary C. Thurman, husband and wife

grantor, have executed and delivered their certain promissory note dated July 14, 1924

to said parties of the second part for \$ Four Hundred and No/100 (\$400.00)

due April 14th, 1925.

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

And the first parties agree to keep the buildings insured for \$ 3500.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$10.00 and 10% remaining due

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

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

WITNESSES:

T. J. Thurman

Mary C. Thurman

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day of July 1924 personally appeared

T. J. Thurman, husband of Mary C. Thurman

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 Dec. 17-1927. (Seal)

G. L. Tempfer,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 29 day of July 1924 at 4:10 o'clock P. M.

Book 424, Page 628

Brady Brown, Deputy

(Seal)

O. G. Weaver,

County Clerk