

REAL ESTATE MORTGAGE RECORD No. 424

264649

C.M.J.

THIS INDENTURE, Made this 12th day of July, A. D. 1924, between
J. L. Donahoe & Wilwoer
 of Tulsa County, in the State of Oklahoma, of the first part, and
Emma Lewis of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of
Two Hundred fifteen DOLLARS
 the receipt whereof is hereby acknowledged, do ES by these presents grant, bargain, sell and convey unto said part Y of the second part her heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The Northeast (N.E.) Quarter of the Northwest Quarter
 of Section Twenty Five Township 19 North Range Thirteen
 East less M.K. & T. Rail Road Right of Way.

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P.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. L. Donahoe

grantor ha S executed and delivered one certain promissory note dated July 12, 1924
 to said part Y of the second part for \$ Two Hundred Fifteen Dollars

due Sept. 12th, 1924 with interest at 6 percent from date.

with interest at the rate of 6 per centum per annum, payable annually.

And the first part Y agree S to keep the buildings insured for \$ 100

In case that the papers for foreclosure are filed, the first part Y agree S to pay a reasonable attorney fee of \$ 100

Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, her 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 Y of the first part for said consideration do ES hereby waive or not waive appraisement, at the option of said second part Y her heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand the day and year first above written.

J. L. Donahoe

WITNESSES:

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day
 of July 1924, personally appeared
J. L. Donahoe 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. 6, 1925. (Seal)

Maude Tuten,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 6 day of Aug. 1924 at 4:30 o'clock P. M.
 Book 424, Page 634

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk