

REAL ESTATE MORTGAGE RECORD No. 424

635

Black Printing Co. Tulsa

264677 C.M.J.

THIS INDENTURE, Made this 7th day of August

A. D. 1924, between

M. D. Garner, a single man

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

Lee Dawes

of the second part.

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

Forty-six Hundred (\$4600.00) and 00/100

DOLLARS

the receipt whereof is hereby acknowledged, do hereby 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 Six (6) in Block Eleven (11) in Central Park Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

Received of M. D. Garner \$4600.00 and 00/100
Receipt No. 16084 in payment of principal
taxes due on the above property.

Dated this 16th day of Aug. 1924

W. W. Sweeney, County Treasurer

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

grantor has executed and delivered his certain promissory note dated Aug. 7, 1924

to said part of the second part for \$4600.00 Forty-six Hundred Dollars

due sixty (60) days after date,

with interest at the rate of 10% from date annually.

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

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 appraisal, at the option of said second part his heirs and assigns.

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

WITNESSES:

M. D. Garner

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th

August

1924, personally appeared

M. D. Garner, a single man

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 Feb. 16, 1925. (Seal)

O. E. Kirkley,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 7th day of Aug.

1924, at 10:50

A. M.

Book 424, Page 635

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.