

REAL ESTATE MORTGAGE RECORD No. 424

637

264766 C.M. J.

25th

June

A.D. 1924

THIS INDENTURE, Made this 25th day of June, 1924, between

R. G. Guptill and Margaret A. Guptill, husband and wife

of Tulsa

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

Daniel Butler

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Eight Hundred and Fifty and No/100 (\$850.00)

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Eighteen Block Eighteen Lynch-Forsythe Addition to Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 16 and issued
16086
August 4
J. 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

R. G. Guptill and Margaret A. Guptill

grantor 1st ha 2nd executed and delivered to Daniel Butler one (1) certain promissory note dated June 25, 1924

to said part 2nd of the second part for \$ 850.00

due June 25th, 1925.

with interest at the rate of nine (9) per centum per annum, payable annually.

And the first part 1st agree 2nd to keep the buildings insured for \$ - - a reasonable

In case that the papers for foreclosure are filed, the first part 1st agree 2nd to pay an attorney fee of \$ - -

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 their appraisalment, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

WITNESSES:

R. G. Guptill

Margaret A. Guptill

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th

of July 1924, personally appeared

R. G. Guptill and Margaret A. Guptill

and

to me known to be the identical person 1st 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 May 2nd, 1925. (Seal)

J. Ullery,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8 day of Aug.

1924 at 11:10 clock A. M.

Book 424, Page 637

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk