

## REAL ESTATE MORTGAGE RECORD No. 424

264917 C.M.J. 5th August A.D. 1924 between  
 THIS INDENTURE, Made this 5th day of August, 1924, between  
 Ella W. Gaffney and J. T. Gaffney Jr. her husband,  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
 Eva G. Holbert of the second part,  
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
 Six Hundred & No/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Lot Three (3) in Block Six (6) in the original  
 town of Sperry, Okla.

THIS INSTRUMENT WAS FORWARDED

16128  
 18 Aug 4  
 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, Subject to a First Mortgage Favor United Savings & Loan Association of  
 Tulsa for \$700.00.  
 PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said  
 Ella W. Gaffney and J. T. Gaffney Jr. her husband  
 grantor s have executed and delivered, One certain promissory note dated August 5th, 1924  
 to said part 2nd of the second part for \$ Six Hundred & No/100  
 due February 5th, 1925.

with interest at the rate of 10 per centum per annum; payable Monthly

And the first part agree s to keep the buildings insured for \$ 60.00  
 In case that the papers for foreclosure are filed, the first part agree s to pay an attorney fee of \$ 60.00  
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, her heirs or as-  
 signs, 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 con-  
 sideration do hereby waive or not waive appraisalment, at the option of said second part her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.  
 Ella W. Gaffney  
 J. T. Gaffney Jr.

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 5th  
 day of August 1924, personally appeared  
 Ella W. Gaffney and J. T. Gaffney, her husband, 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 October 15th, 1927. (Seal) A. L. Buck, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this 11 day of Aug. 1924 at 11:00 o'clock A. M.  
 Book 424, Page 640  
 Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk