

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

THIS INDENTURE, Made this 26th day of January, A. D. 1923, between  
H. E. Markey a single man  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
A. R. Barras of the second part.

WITNESSETH, That the said part Y of the first part in consideration of the sum of  
Twenty-five Hundred (\$2500.00 and no/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part Y 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 Number Four (4) in Block Number Two (2)  
 Englewood Addition to the city of Tulsa Tulsa County,  
 Oklahoma as shown by the recorded plat thereof.

I hereby certify that I received \$1.50 and have  
 Receipt No. 2473 in order in payment of mortgage  
 tax on the within mortgage.  
 Dated this 22 day of Jan 1923  
 WAYNE L. DICKEY, 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 s ha s executed and delivered One certain promissory note dated dated 1-26 1923  
 to said part Y of the second part for \$ 2500.00  
 due two years after date.

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

And the first part Y agree ss to keep the buildings insured for \$ 3000.00  
 In case that the papers for foreclosure are filed, the first part ss agree ss to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid  
 Now, if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, his balance  
 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 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 con-  
 sideration do ss hereby waive ss or not appraisement, at the option of said second part Y his 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.  
 WITNESSES: H. E. Markey

## 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 day  
 of January, 1923, personally appeared  
H. E. Markey a single man and

to me known to be the identical person ss who executed the within and foregoing instrument and acknowledged to me, that he  
his executed the same as ss 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. 14th, 1926 (SEAL) E. G. Cunningham Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
 Filed for record this the 27th day of Jan, 1923, at 11:40 clock A M.  
 Book 424, Page 65  
Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk.