

## REAL ESTATE MORTGAGE RECORD No. 424

H220901

BLAKE PRINTING CO. TULSA

THIS INDENTURE, Made this 13th day of January A. D. 1923, between  
J. B. McKelvy nee Martindale and E. E. McKelvy her husband  
 of Garfield County, in the State of Oklahoma, of the first part, and  
Roland Hughes of Missouri of the second part.  
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Twenty-five Hundred and no/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do 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 Twenty-one (21) Block Nine (9)  
 Gillette-Hall Addition to the city of Tulsa  
 Oklahoma .

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1.50 and issued  
 Per. No. 7586 in payment of mortgage  
 on the 3 day of Feb. 1923  
 WAYNE L. DICKEY, County Treasurer  
A. J. 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.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said  
J. B. McKelvy nee Martindale and E. E. McKelvy her husband  
 grantor ha. Y. executed and delivered 100 certain promissory note dated Jan. 13th 1923  
 to said part Y of the second part for \$ 2500.00  
 due three years after date.

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

And the first part 1st agree to keep the buildings insured for \$ 5000  
 In case that the papers for foreclosure are filed, the first part agree to pay a reasonable attorney fee of \$  
 Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part his 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 1st 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 Y his heirs and assigns.

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

WITNESSES:

J. B. McKelvy nee MartindaleE. E. McKelvy

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day  
 of January, 1923, personally appeared

J. B. McKelvy nee Martindale and E. E. McKelvy 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 Sept. 13th 1924 (SEAL) E. F. Pattus Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3rd day of Feb. 1923 at 11:20 o'clock A M.Book 424, Page 74 (SEAL) O. G. WeaverBrady Brown Deputy County Clerk.