

BLAIR, PRINTING CO., TULSA

THIS INDENTURE, Made this 29th day of January, A. D., 1923 between  
Thomas W. Capps and Blanche L. Capps his wife,  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
G. Z. Jenkins of the second part.  
 WITNESSETH, That the said part Y of the first part in consideration of the sum of One Thousand  
Five Hundred Fifty 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 Three (3), in Block Twenty-Two (22), in Irving Place  
 Addition, to the city of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 90 and issue  
7594 date of payment of mortgage  
 made by the within mortgage  
 made this 5 day of Feb 1923  
WAYNE L. DICKEY, County Treasurer  
W. E. Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in  
 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said  
Thomas W. Capps and Blanche L. Capps  
 grantor S ha S executed and delivered Four certain promissory note S dated Jan. 29th 1923  
 to said part Y of the second part for \$ 1550.00 due as follows: Note # 1 for \$30.00 due Feb. 28th, 1923;  
 Note # 2 for \$30.00 due Mar. 29th, 1923; Note # 3 for \$330.00 due April 29th 1923; Note  
 #4 for \$1160.00 to be paid in installments of \$30.00 per month beginning May 29th 1923

with interest at the rate of 10 per centum per annum, payable monthly

And the first part Y agree to keep the buildings insured for \$ 100.00  
 in case that the papers for foreclosure are filed, the first part Y agree to pay a reasonable attorney fee of \$ 100.00  
 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 heirs or as-  
 signs, said sum of money in the above described note S 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 hereby waive or not waive their appraisalment, at the option of said second part Y heirs and assigns.

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

WITNESSES:

Thomas W. CappsBlanche L. Capps

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day  
 of Jan. 1923 personally appeared

Thomas W. Capps and Blanche L. Capps his wife 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 Jan 15th 1925

(SEAL) H. M. Price

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5th day of Feb. 1923 at 11:00 o'clock A M.  
 Book 424, Page 76

Brady Brown

Deputy

(SEAL) O. G. Weaver

County Clerk