

COMPARED REAL ESTATE MORTGAGE RECORD No. 424

79

BLACK PRINTING CO. - TULSA

221046 C.M.J.

THIS INDENTURE, Made this third day of February A. D., 1923, between

Rosa Hoots (Widow)

of Tulsa

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

John V. Starr, of Tulsa, Oklahoma.

of the second part.

WITNESSETH, That the said part V of the first part in consideration of the sum of

Twenty five Hundred (\$2500.00)

DOLLARS

the receipt whereof is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part V 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:

Lots Numbered Twenty five (25) and Twenty six (26) in Block Nine (9) in Park Hill Addition to the City of Tulsa, State of Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 50 and issued Receipt No. 7625 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

C. 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

Rosa Hoots

grantor ha S executed and delivered her certain promissory note S dated Feb. 3, 1923

to said part V of the second part for \$ 1000.00 and \$ 1500.00 respectively

due \$ 1500.00 on or before six months from the date hereof, and \$ 1000.00 due on or before one year from the date hereof,

with interest at the rate of six per centum per annum, payable at maturity.

And the first part ies agree to keep the buildings insured for \$ 5000.00

In case that the papers for foreclosure are filed, the first part V agree S to pay a reasonable attorney fee of \$

Now, if said part V of the first part shall pay or cause to be paid to said part V of the second part, his heirs or assigns, said sum of money in the above described note to 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 V of the second part shall be entitled to the possession of said premises. And the said part V of the first part for said consideration do es hereby waive or not waive appraisal, at the option of said second part V his heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part ha S hereunto set her hand the day and year first above written.

WITNESSES:

Rosa Hoots

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of February, 1923, personally appeared

Rosa Hoots

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she

executed the same as her 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. 10th, 1927. (Seal)

W. T. Freeman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 6th day of Feb. 1923 at 1:50 o'clock P. M.

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Brady Brown, Deputy.

(Seal) O. G. Weaver,

County Clerk.