

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

221258 C.M.J.

THIS INDENTURE, Made this 6th day of February, A.D., 1923, between
Charles Myers and Helen Myers, his wife,
 of Tulsa County, in the State of Oklahoma, of the first part, and
Henry S. Condon, of Tulsa, Okla. of the second part.

WITNESSETH, That the said part ies of the first part in consideration of the sum of
Thirteen hundred (\$1300.00) 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-two (22) in Block Five (5) of Hillcrest
 Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued
 Receipt No. 7657 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

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
Charles Myers and Helen Myers
 grantor s have executed and delivered two (2) certain promissory note s, dated February 6th, 1923
 to said part Y of the second part for \$ 650.00 each.

due in six (6) and twelve (12) months, respectively after date.

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

And the first part ies agree to keep the buildings insured for \$ --- a reasonable
 In case that the papers for foreclosure are filed, the first part ies agree to pay an attorney fee of \$ ---
 Now, if said part ies 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 ies of the first part for said con-
 sideration do not hereby waive or not waive an appraisalment, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

E. A. Christy

Charles Myers

L. N. Foresman

Helen Myers

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day
 of February, 19 23, personally appeared
Charles Myers and Helen Myers, 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 11-25-24 (Seal)

D. F. Copeland

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8 day of Feb, 19 23, at 11:00 o'clock A. M.

Book 424, Page 94

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk