

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

85

BLACK PRINTING CO. TULSA

221266 O.M.J.

29th

January

A.D. 1923

THIS INDENTURE, Made this day of between

E. H. Sledd and Jenevieve C. Sledd, his wife,

of Tulsa

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

Perry F. Schoonover and Florence M. Schoonover, his wife

of the second part.

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

Eight Hundred Twenty & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part their assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot One (1) in Block Four (4) North Moreland Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$700.00.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$32 and issued to said parties of the first part a mortgage of \$76.72 therefor in payment of mortgage interest on the within mortgage.

Dated this 9 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

E. H. Sledd and Jenevieve C. Sledd, his wife,

grantor have executed and delivered their certain promissory note, dated Jan. 29th, 1923

to said parties of the second part for \$820.00

due at the rate of \$30.00 per month, with the privilege of paying all or any part at any due date.

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

And the first parties agree to keep the buildings insured for \$1000.00

In case that the papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$10.00 and 10% of any unpaid balance.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second parties their heirs and assigns.

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

WITNESSES:

E. H. Sledd

Jenevieve C. Sledd

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 January 1923 personally appeared

E. H. Sledd and Jenevieve C. Sledd, his wife,

and

to me known to be the identical person 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. 14-1925. (Seal)

E. G. Cunningham,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

8th

Feb.

1923

at 11:00 o'clock A.M.

Filed for record this the

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Book 424, Page

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk.