

REAL ESTATE MORTGAGE RECORD No. 424

87

BLACK PRINTING CO. - TULSA

221247 C.M.J.

31st

January

A.D., 1923

THIS INDENTURE, Made this day of between

P. W. Bauman, and May Bauman, his wife,

Tulsa

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

L. O. Cook

of the second part.

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

Twelve Hundred Fifty and No/100 (\$1,250.00)

DOLLARS

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

The West Seventy (70) feet of Lot Twelve (12)
Block Three (3) College Addition to the city
of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.

TRASURER'S RECEIPT
I hereby certify that I received \$48.00 and issued
Permit No. 7671 for the payment of mortgage
tax on the within mortgage.
Dated this 9 day of Feb., 1923
WAYNE L. DICKEY, County Treasurer
a J

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

P. W. Bauman and May Bauman, his wife,

grantor, shall have executed and delivered their certain promissory note, dated Jan. 31, 1923

to said part of the second part for \$1,250.00

due monthly at the rate of \$50.00 until 23 notes have been paid, and the 24th note in the sum of \$100.00. Payments are due and payable on the 31st day of each month until all of said notes and interest have been paid.

with interest at the rate of 8 per centum per annum, payable semi-annually.

And the first part agrees to keep the buildings insured for \$4,000.00

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$100.00

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

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

WITNESSES:

P. W. Bauman

May Bauman

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, 1923, personally appeared

P. W. Bauman, and May Bauman, 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 Feby. 24, 1923. (Seal)

Font. A. Allen,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 8 day of Feb., 1923, at 10:10 clock A.M.

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Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.