

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

221529 C.M.J.

THIS INDENTURE, Made this 24th day of January A. D., 1923, between

E. H. Christ and Martha A. Christ, his wife

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

Laura B. Wells

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Seven Hundred and No/100

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:

Lot Four (4), Block Two (2), Lloyd Addition to Tulsa,
Tulsa County, Oklahoma, according to the recorded
plat thereof.

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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. Christ, and Martha A. Christ, his wife

grantor S ha V executed and delivered one certain promissory note dated January 24, 1923

to said part V of the second part for \$ 700.00

due Twenty Five (\$25.00) Dollars, each month, after date, until all is paid.

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

And the first part ies agree S to keep the buildings insured for \$ --- a reasonable

In case that the papers for foreclosure are filed, the first part ies agree --- to pay --- attorney fee of \$ ten per cent of the unpaid balance

Now, if said part ies of the first part shall pay or cause to be paid to said part V of the second part her 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 V of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do es hereby waive --- or not waive --- appraisalment, at the option of said second part V her 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:

E. H. Christ

Martha A. Christ

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of February, 1923, personally appeared

E. H. Christ

Martha A. Christ, his wife

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 July 3, 1923. (Seal)

Bert Roberts,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 12th day of Feb., 1923, at 1:30 o'clock P.M.

Book 424, Page 90

Brady Brown,

Deputy.

(Seal)

O. C. Weaver,

County Clerk.