

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

91

BLACK PRINTING CO. TULSA

221589 C.M.J.

THIS INDENTURE, Made this 6th day of February A.D. 1923, between

W. C. Brown and Mabel E. Brown his wife

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

A. E. Barrus of the second part.

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

FIFTEEN HUNDRED & No/100 DOLLARS

the receipt whereof is hereby acknowledged, do es 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:

North Forty-six and Two-Thirds feet (46-2/3') of the South Ninety-three and One-third feet (93-1/3) of Lot Eleven (11) in Block Two (2) Acre Gardens Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

TREASURER'S

I hereby certify that I have received \$60 from W. C. Brown and Mabel E. Brown in payment of mortgage tax on the within instrument.

Dated this 22 day of Feb. 1923

WAYNE L. DICKLEY, County Treasurer

W. L. Dickley

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

W. C. Brown and Mabel E. Brown, his wife,

grantor S ve executed and delivered a certain promissory note dated Feb. 6th, 1923

to said part Y of the second part for \$ 1500.00

due February 6th, 1925.

with interest at the rate of ten per centum per annum, payable sem annually

And the first part agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 10.00 and ten percent of any unpaid balance.

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 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 ies of the second part shall be entitled to the possession of said premises. And the said part Y of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part Y his 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:

W. C. Brown

Mabel E. Brown

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

W. C. Brown

Mabel E. Brown, 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 Sept. 14, 1926. (Seal)

E. G. Cunningham, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 12 day of Feb. 1923 at 4:20 o'clock P. M.

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Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.