

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

221652 C.M.J.

THIS INDENTURE, Made this 1st day of February A. D., 1923, betweenOtis Spradling and Mary Spradling his wifeof Tulsa County, in the State of Oklahoma, of the first part, andRobert English of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum ofSeven hundred and no/100 DOLLARSthe receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V 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:

Beginning at a point forty feet and six inches north of the south west corner of Block eleven (11) Midland addition to the town of Bixby Oklahoma thence east to the Midland valley right of way; thence in a north westerly direction along the midland valley right of way to the north west corner of block eleven; thence south to the place of beginning.

For by deed that I received 14 and issued
No. 7746 therefor in payment of mortgage
for the within mortgage.
Dated this 14 day of Feb, 1923
WAYNE L. DICKEY, County Treasurer
W. 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
Otis Spradling and Mary Spradling

grantor S ha VS executed and delivered fourteen certain promissory note S dated Feb. 1, 1923
to said part of the second part for \$ fifty dollars each

due on the first day of each month from March 1st 1923 to April 1st 1924 inclusive.

with interest at the rate of 10 per centum per annum, payable monthly

And the first part ies agree to keep the buildings insured for \$ 750.00
In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 75.00

Now, if said part ies of the first part shall pay or cause to be paid to said part V of the second part, his heirs or assigns, 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 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 hereby waive to not waive appraisalment, at the option of said second part his heirs and assigns.

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

WITNESSES:

Otis SpradlingMary Spradling

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of February, 19 23, personally appeared

Otis SpradlingMary Spradling, 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 May 27, 1924. (Seal)William H. Cross, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 13 day of Feb., 19 23 at 1:30 o'clock P. M.

Book 424, Page 92Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.