

94 COMPARED REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA
221730 C.M.J. 10th day of February A.D. 1923, between
THIS INDENTURE, Made this Myrt N. Dixon and Juanita R. Dixon, his wife
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
W. W. Benthie, of Tulsa, party of the second part,
WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Eight Hundred (\$800.00) and no/100 DOLLARS
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Lot Fourteen (14), Block Five (5), Reddin Addition
to the city of Tulsa, according to the recorded
plat thereof.

Mortgagors have the right to pay all notes with
interest on unpaid balance at any payment date.

INTERNAL REVENUE
\$ 100 Canceled

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 16 and issued
Revenue No. 7756 in payment of mortgage
tax on the within mortgage.
Dated this 12 day of Feb, 1923
WAYNE L. DICKEY, County Treasurer
a g 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

grantor S ha YS executed and delivered 20 certain promissory note S dated 2/10/1923
to said part 2nd of the second part for \$ 40.00 each, a total sum of \$800.00 and no/100
due \$40.00 a month, together with interest on all unpaid balance. Payments to begin
March 10th, 1923 and one note to become due each month thereafter until all are paid.
with interest at the rate of 10 per centum per annum, payable monthly

And the first part 1st agree S to keep the buildings insured for \$ 2000.00
In case that the papers for foreclosure are filed, the first part 1st agree S to pay a reasonable attorney fee of \$ 50.00 and no/100 dollars
Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his heirs or as-
signs, 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-
sideration do S hereby waive or not waive appraisalment, at the option of said second part Y his heirs and assigns.
IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

Myrt N. Dixon

Juanita R. Dixon

ACKNOWLEDGEMENT

STATE OF Okla. COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day
of Feb. 1923, personally appeared
Myrt N. Dixon
Juanita R. Dixon
and
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 10, 1926. (Seal)

C. R. Evans,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 14 day of Feb. 1923 at 11:30 o'clock A. M.
Book 424, Page 94
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk