

BLACK PRINTING CO. TULSA

221749 C.M.J.

26th

January, 1923

A. D., 19

THIS INDENTURE, Made this

Clarence Binkley and Mary E. Binkley

of Tulsa

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

Ross H. Rayburn

of the second part.

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

Five Hundred & No/100 and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 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 number fifteen (15), in Block One (1), Trimble's Sub-Division located in the Northwest quarter of the Northwest quarter of section eight (8), township nineteen (19) North, Range twelve (12) East of the Indian Base and Meridian.

TREASURER'S RECEIPT

I hereby certify that I received \$10.00 and secured Revenue No. 7702 in order in payment of mortgage tax for the within mortgage.

Dated this 12 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

W. J.

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

Clarence Binkley and Mary E. Binkley

grantor, ha. Y. executed and delivered.

a certain promissory note

dated Jan. 26th. 1923

to said party of the second part for \$ 500.00

due January 26th, 1924 (one year from the date of this instrument)

with interest at the rate of eight per centum per annum, payable semi-

And the first party agrees to keep the buildings insured for \$ 500.00

In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$ 100.

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

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

WITNESSES:

Clarence Binkley

Mary E. Binkley

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of January, 1923 personally appeared

Clarence Binkley and Mary E. Binkley

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 Nov. 4th, 1925. (Seal)

R. J. Macon,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 14 day of Feb.

1923 at 1:30 o'clock P. M.

Book 424, Page 95

Brady Brown,

Deputy (Seal)

O. G. Weaver,

County Clerk.