

# REAL ESTATE MORTGAGE RECORD No. 424

97

BLACK PRINTING CO. TULSA

COMPARED

221971 G.M.J.

THIS INDENTURE, Made this 16 day of Jan. A. D., 1923, Between  
J. H. Harvel & M. O. Harvel his wife  
Tulsa County, in the State of Oklahoma, of the first part, and  
Pierce W. Anderson of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of  
NINETEEN HUNDRED (\$1900.00) 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 eight in Block two of the ammended plat of subdivision of Blocks two, three and seven of Terrace Drive Addition to Tulsa, Okla.

This mortgage subject however to a prior mortgage given by the second parties to the Home Building & Loan Assn. of Tulsa, Okla; said mortgage dated 11-17-22 and filed for record 11-23-22 in Tulsa County Okla. record of deeds office, and given for the amount of \$2000.00.

TREASURER'S RECEIPT

I hereby certify that I received \$190.00  
Receipt No. 1774 whereof in payment of \$1900.00  
on the within mortgage  
Dated this 15 day of Feb 1923  
WAYNE L. HUCKEY, County Treasurer

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  
J. H. Harvel & M. O. Harvel

grantor, do hereby executed and delivered, 1 certain promissory note, dated Jan. 16, 1923,  
to said party of the second part for \$ 1900.00  
Due in monthly installments of \$15.00 each

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

And the first party agree to keep the buildings insured for \$1900.00  
In case that the papers for foreclosure are filed, the first party agree to pay a reasonable attorney fee of \$ 190.00  
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 have hereunto set their hand the day and year first above written.

WITNESSES:  
J. H. Harvel  
M. O. Harvel

## ACKNOWLEDGEMENT

STATE OF Tulsa COUNTY OF ss.  
BE IT REMEMBERED, That on this 17th day of January, in the year of our Lord one thousand nine hundred and Twenty-three, before me, a Notary Public in and for said County and State on this day of 1923, personally appeared County and State, personally appeared J. H. Harvel and M. O. Harvel, his wife to me known to be the identical persons 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.

It is known unto the identical persons who executed the within and foregoing instrument and acknowledged to me, that they executed the same as free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
My Commission expires July 21, 1925. (Seal) W. T. Bennett, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
Filed for record this 16 day of Feb. 1923, at 9:00 o'clock A. M.  
Book 424, Page 97 (Seal) O. G. Weaver, County Clerk  
Brady Brown, Deputy