

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

221981 C.M.J.

THIS INDENTURE, Made this 15th day of February

A.D. 1923, between

Josie Adams and Charles F. Adams, (her husband)

of Tulsa

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

Gerald F. Benedict, of Tulsa, Oklahoma

of the second part.

WITNESSETH, That the said part^{ies} of the first part in consideration of the sum of

One hundred Seventy five and 50/100

DOLLARS

the receipt whereof is hereby acknowledged, do 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:

Lot Two (2) Block Nine (9) of Cherokee Heights
Addition to the City of Tulsa, Oklahoma, according
to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 44 and issued
Receipt No. 7801 therefor in payment of mortgage
loan on the within mortgage.
Dated this 17 day of Feb 1923
WAYNE L. DICKEY, County Treasurer
A. 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

Josie Adams and Charles F. Adams, (her husband)

grantor^s have executed and delivered their certain promissory note dated Feb. 15th, 1923

to said part^y of the second part for \$ 175.50

due in installments of Twenty Dollars (\$20.00) per month; said installments to be paid on or before the 15th day of each and every month hereafter beginning the 15th day of March 1923.

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

And the first part^{ies} agree to keep the buildings insured for \$ 1500.00

In case that papers for foreclosure are filed, the first part^{ies} agree to pay a reasonable attorney fee of \$ 10%

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^y 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 or not waive appraisal, at the option of said second part his heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Josie Adams

Charles F. Adams

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of February 1923, personally appeared Josie Adams and

Charles F. Adams, his wife,

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 January 10th, 1927. (Seal)

W. T. Freeman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 16 day of Feb. 1923 at 9:40 o'clock P. M.

Book 424, Page 98

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.