

216105 G. J. COMPARED REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 2nd day of December, 1922, between C. C. HERNDON and his wife, ETHEL DUNN HERNDON, of Tulsa, County, in the State of Oklahoma, of the first part, and CONSTANCE S. KATES, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in the county of Tulsa, State of Oklahoma, to-wit:

Lot Number Two (2), in Block Number Ten (10), in sunset Park Addition to the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said C. C. Herndon has executed and delivered his one certain promissory note dated December 2, 1922, to said party of the second part for Twelve thousand Five Hundred and no/100ths (\$12,500.00) Dollars, due on or before December 2, 1923, with interest at the rate of Seven (7) Per Centum per annum, payable annually.

And the first parties agree to keep the buildings insured for Twelve thousand Five Hundred and no/100ths (\$12,500.00) Dollars. In case that papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of One Hundred and no/100ths (\$100.00) Dollars.

Now, if the said parties of the first part shall pay or cause to be paid to said party of the second part, her 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 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 ten (10) per centum interest per annum, and said party of the second party shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$250 and issued Ethel Dunn Herndon Receipt No. 4683 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Dec 1922

STATE OF OKLAHOMA)
TULSA COUNTY)

WAYNE L. DICKEY, County Treasurer

SS: _____ Deputy

Before me, the undersigned, a Notary Public, in and for said county and State on this 2nd day of December, 1922, personally appeared C. C. HERNDON and his wife, ETHEL DUNN HERNDON, 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.

Given under my hand and seal the day and year last above written.

My commission expires Jan. 2nd 1923 (SEAL) J. Roy Thompson, Notary public.
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 11, 1922 at 3:05 o'clock P. M.
in Book 430, page 327, BY F. Delman, Deputy (SEAL) O. D. Lawson, county clerk
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