

231821-ACM

COMPARE

MORTGAGE

THIS INDENTURE, Made this 10th day of October, A.D., 1922, between Fred C. Lawrence and Etha Lawrence, husband and wife, of Tulsa County, State of Oklahoma, of the first part, and May Fruchey, of Jackson County, State of Missouri, of the second part, WITNESSETH:

That said parties of the first part, in consideration of the sum of ONE THOUSAND and no hundredths (\$1,000.00) DOLLARS, the receipt of which 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, situated in Tulsa County, State of Oklahoma, to-wit: I hereby certify that I received \$1,000.00 and issued Receipt No. 9796 therefor in payment of mortgage tax on the within mortgage. Dated this 21 day of May 1923. WAYNE L. DICKEY, County Treasurer

Lot Two (2) in Block Two (2) in Granview Place Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging in or in any wise appertaining, forever, and warrant the title to the same.

PROVIDED, ALWAYS, and these presents are upon the expressed condition, that whereas, said Fred C. Lawrence and Etha Lawrence have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

"Three (3) years after date, for value received, we promise to pay to the order of Mrs. May Fruchey, One Thousand and no hundredths Dollars without defalcation or discount with interest at the rate of eight⁽⁸⁾ per cent per annum, payable annually from date until paid.....", etc.

Now, if said parties of the first part shall pay or cause to be paid unto said party of the second part, her heirs or assigns, said sum of money in said note mentioned, together with 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 the said sums or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are, or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become payable as due, and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Fred C. Lawrence

Etha Lawrence

STATE OF OKLAHOMA,
COUNTY OF TULSA)
(SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of October 1922, personally appeared Fred C. Lawrence and Etha Lawrence, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My commission expires Dec. 27, 1923 (SEAL) Hazel Soper Rounds-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, May 29, 1923 at 10:00 o'clock P.M. and

recorded in Book 457 Page 92

By Brady B. Brown -DEPUTY

(SEAL)

O. G. WEAVER, COUNTY CLERK