

46

STATE OF MISSOURI

County of Henry
Haysler A. Pogue by whom the foregoing Attestation was made, and whose name is thereto

subscribed, was at the time of making the same, and still is, Judge of Probate in and for Henry County, Missouri, duly commissioned and qualified according to law,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 12 day of June 1923.

(SEAL)

(Signed)

T. L. Langston Clerk of the Probate Court

Filed for record in Tulsa County, Tulsa Oklahoma, July 6, 1923 at 2:10 o'clock P. M. in Book 464. page 28

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235146 C.J.

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this First day of July A.D.

1923 between Hopa McCoy and Rosa McCoy, both single and unmarried women of Tulsa County, in the State of Oklahoma, parties of the first part, and Lillian Hollyman, of Tulsa Oklahoma party of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Eight Hundred Seventy Six and 67/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part----- of the second party her heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

All of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Twelve (12) Block Three (3) Highlands First Addition to the City of Tulsa Oklahoma according to the recorded plat thereof, This conveyance is made subject to a first mortgage for \$2,000.00 due in about three years and payable to Ida B. Lewk

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, a copy of which is attached hereto.

\$876.67

"Copy"

Tulsa, Oklahoma, July 1" 1923

For value received, I, we, or either of us promise to pay to the order of Lillian Hollyman the sum of Eight Hundred Seventy six and 67/100 Dollars (\$876.67) in installments of Fifty and no/100 Dollars, (\$50.00) per month; said installments to be paid on or before the first of day each and every month hereafter beginning the first day of August 1923 Deferred payments to bear interest at the rate of 8 per cent per annum from July 1" 1923 until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the ----- Bank, Tulsa, Okla. This note is secured by second mortgage on Lot Pt 12 Block 3 in Highlands Addition to Tulsa Oklahoma

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment