

1008 - MORTGAGE OF REAL ESTATE.

This Indenture, Made this 22nd day of April, A. D. 1925, betweenDaniel B. Childress and Mildred Childressof Tulsa County, in the State of Oklahoma, of the first part, andof L. L. Elmore County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of five hundred and 12/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part, heirs and assigns, the following described REAL ESTATE, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit:

Lots 10-11 and 12, in Block 72 in the town of Broken Arrow, Okla.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Daniel B. Childress and Mildred Childress have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows: Broken Arrow, Okla., April 12, 1925

One year after date we or either of us as principals promise to pay to the order of L. L. Elmore, Five hundred and 12/100 dollars, for value received, payable at the First State Bank of Broken Arrow, Okla. with interest at the rate of two per cent, annum until paid. If interest be not paid when due, same to bear the same rate as principal.

Said part of the first part agree to keep its buildings insured in the sum of \$500.00 in favor of second party.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage 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, 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, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

D. B. Childress
Mildred Childress

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, A. L. Sauer a Notary Public

in and for said County and State on this 22nd day of April, 1925, personally appeared D. B. Childress and Mildred Childress and 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.

My Commission expires March 25 1926 (Seal)

A. L. Sauer

Notary Public

This instrument was filed for Record on the 22 day of April, A. D. 1925, at 8 o'clock am M., and duly recorded the 22 day of April, 1925

By (Seal) Deputy.

H. C. Walley

Register of Deeds.