

1668 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 10th day of February A. D. 1925, between  
S. D. Douglas and Kate Douglas  
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and  
J. C. Large  
 of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Thirteen hundred <sup>(\$1300.00)</sup> 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, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lots 1, 2 and 3 in Block 27 in the town of Broken Arrow Oklahoma according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his 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 S. D. Douglas and Kate Douglas have this day executed and delivered 3 certain promissory notes in writing to said party of the second part, described as follows:

One note for \$300.00 due in sixty days from date, one note for \$500.00 due in six months from date and one note for \$500.00 due in one year from date and all bearing interest at the rate of ten per cent per annum from date hereof and signed by S. D. Douglas and Kate Douglas  
Parties of the first part agree to keep the buildings on the property above described constantly insured by fire and tornado in the sum of \$1200.00 each in favor of the party of the second part

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

S. D. Douglas  
Kate Douglas

STATE OF OKLAHOMA, }  
Tulsa COUNTY, } ss.

Before me, J. C. Large a Notary Public  
 in and for said County and State on this 11th day of February 1925, personally appeared  
S. D. Douglas and Kate Douglas 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 May 22 1926 (Seal) J. C. Large  
Notary Public

This instrument was filed for Record on the 11 day of Feb A. D. 1925, at 12 o'clock P. M., and duly recorded the 11 day of Feb 1925  
 By H. C. Wallley Deputy. Register of Deeds.

Signed and acknowledged before me for 28th 1925  
J. C. Large  
 Notary Public  
 for Tulsa County, Oklahoma