

The New-Dispatch Print &amp; Advt. Co., St. Louis, Mo.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That P. J. Hurley and Ruth Wilson Hurley, his wife,  
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, has Ve  
 mortgaged and hereby mortgages to The Braden Company, an Express Trust,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ )  
 of Section Nine (9), Township Nineteen (19) North, Range  
 Thirteen East, Tulsa County, Oklahoma, containing 40 acres  
 more or less, according to the U.S. Survey thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$3,000 and issued  
 Receipt #13347 for the same in payment of mortgage  
 taxes on the above property.

Dated this 17th day of Jan., 1924  
 W. W. Hurley, Cashier

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Fifteen Thousand

DOLLARS

with interest thereon at the rate of 7% per cent, per annum, payable Semi- annually from January 16th, 1924

according to the terms of One certain promissory note, described as follows, to-wit:

One certain note dated January 16th, 1924, in the principal sum of  
 \$15,000.00, bearing interest at the rate of 7% per annum, signed by P. J.  
 Hurley and Ruth Wilson Hurley, payable to R. H. Bartlett, C. E. Braden and  
 W. C. Rogers, Trustees of The Braden Company, an Express Trust, due in six  
 months from the date thereof. Upon payment of interest, payment of principal  
 to be extended for six months and each six months thereafter for a period of  
 three (3) years from date of deed. Second party hereby agreeing to give first  
 party a partial release of mortgage on any part of tract he desires released.  
 First party giving as a consideration for said release, after a 10% real estate  
 commission has been paid, either the remaining one-half of the purchase price of  
 tract so released in cash or if sold on terms, notes secured by mortgage on tracts  
 so released to be held by first party as collateral until balance is paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby  
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the  
 homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of January, 1924

P. J. Hurley

SEAL

Ruth Wilson Hurley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 16th  
 day of January, 1924, personally appeared P. J. Hurley and Ruth Wilson Hurley,  
his wife,

and \_\_\_\_\_  
 to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they  
 the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires June 24, 1925. (SEAL) B. H. Johnston Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jany., 1924

at 11:10 o'clock A.M. Book 403, Page 4

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk.