

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

228450 O.M.J. 20th day of April A.D., 1923, between
 Gladys Brown Callahan and C. J. Callahan, her husband,
 of Tulsa County, in the State of Oklahoma, of the first part, and
 First National Bank of Tulsa, Oklahoma, of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
 Twenty Five Thousand (\$25,000.00) DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part its heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Five (5) in Block One (1) in Stonebraker Heights
 Addition to the city of Tulsa, 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 or in
 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Gladys Brown Callahan and C. J. Callahan

grantor, S. H. W. executed and delivered two (2) certain promissory note S. dated April 20, 1923
 to said part 1st of the second part for \$ One for Twenty Thousand (\$20,000.00) Dollars, due Ninety (90)
 days after date, and one for Five Thousand (\$5,000.00) dollars, due Ninety days (90)
 after date.

with interest at the rate of 10 per centum per annum, payable quarterly.

And the first part 1st agree to keep the buildings insured for \$ 15,000.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 2,500.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, its heirs or as-
 signs, said sum of money in the above described note S. together with the 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 said sum or sums of money, or any part thereof or any interest thereon, is
 not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or
 any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part
 of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum
 interest per annum, and said part 1st of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-
 sideration do hereby waive of said real estate and all benefits of the homestead exemption and
 stay laws in Oklahoma, IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Gladys Brown Callahan

C. J. Callahan

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day
 of April, 1923, personally appeared
 Gladys Brown Callahan
 and
 C. J. Callahan

to me known to be the identical person S. 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.

Given under my hand and seal the day and year last above written.

My Commission expires June 14, 1923. (Seal) James Ratcliffe, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 23 day of April, 1923, at 4:00 o'clock P.M.
 Book 424, Page 188
 Brady Brown, (Seal) O. G. Weaver, County Clerk