

WITNESSETH: That for and in consideration of the sum of \$1.00 to us in hand paid by the party of the second part, and other good and valuable considerations as hereinafter set out, I, the said Claude Morris and David E. Morris, do hereby grant, bargain, sell and convey unto the said George Parker, his successors, administrators and assigns, the following real estate, situated in Tulsa County, Oklahoma, to-wit:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$

containing 10 acres. Section 8, township 20 N, range 13-E.

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 any wise appertaining forever.

The foregoing conveyance is conditioned, however, as follows: That the said George Parker, aforesaid, hereby sells and conveys and agrees to ship to the parties of the first part, in the Fall of 1922, or Spring of 192--- ^{to} ~~at~~ Tulsa, Oklahoma, freight charges prepaid, nursery stock to the amount of \$450.00 and for the consideration, aforesaid, the said parties of the first part hereby agrees to receive said nursery stock promptly upon arrival at said point, to properly care for the same and to plant said trees and nursery stock in a proper manner, and to cultivate and care for said trees and nursery stock on said above described premises.

The parties of the first part, for the aforesaid consideration, agrees to pay to the order of the second part, his executors, successors, administrators, or assigns, the sum of \$450.00 as evidenced by the 5 promissory notes executed by the parties of the first part to the party of the second part, all of even date herewith, and each for the sum of \$95.00 and bearing interest ^{of} ~~at~~ 10 per cent per annum, interest payable annually as follows to-wit: First note due on or before the 1 day of Jan. 1923, second note due on or before the 1 day of Nov. 1923, third note due on or before the 1 day of Nov. 1924, fourth note due on or before the 1 day of Nov. 1925, fifth note due on or before the 1 day of Nov. 1926, sixth note due on or before the 1 day of Nov.

Now, if said parties of the first part shall pay or cause to be paid, to said parties 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} ~~or~~ not paid when the same is due, and if taxes and assessments of every nature, which are and 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 parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemptions 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.

Claude Morris,
David E. Morris.

State of Oklahoma)
County of Tulsa) SS

Before me, a notary public in and for said County and State, on the 26th day of September, 1922, personally appeared ^{Claude} ~~Claude~~ Morris and David E. Morris, to me well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they had executed the same their free and voluntary act