

224169 C. J.

## MORTGAGE OF REAL ESTATE

COMPARED

The city county that I received \$2,315.00  
 Receipt No. 8209 transfer in payment of mortgage  
 tax to the within mortgage.

Dated this 13 day of March 1928

WAYNE L. DICKEY, County Treasurer

*W. L. Dickey*

*W. L. Dickey*

THIS INDENTURE, Made this 27th day of February  
 A. D. 1928 between Lewis E. Cole and Dorcas L.  
 Cole, his wife of Tulsa County, in the State of  
 Oklahoma, of the first part, and F. A. SUNDERHAUS  
 of Tulsa, Okla. of 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  
 Twenty Three Hundred fifteen and No/100 Dollars the receipt of which is hereby acknowledged,  
 do by these presents, grant, bargain, sell and convey unto the said party of the second  
 part his heirs and assigns, all the following described Real Estate, situate in Tulsa  
 County, and State of Oklahoma, to-wit:

South West Quarter (SW $\frac{1}{4}$ ) of the South West Quarter (SW $\frac{1}{4}$ ) of Section  
 seven (7), Township Nineteen (19) North, Range fourteen (14) East.

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  
 belonging, or in anywise appertaining, forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas  
 said Lewis E. Cole and Dorcas L. Cole, his wife, have this day executed and delivered one  
 certain promissory note in writing to said party of the second part, described as follows:

BROKEN ARROW, OKLA., February 27, 1928 COPY \$2,315.00

February 27th, 1928 after date, without demand, notice or protest, we, or either of us, as  
 principal, promise to pay to the order of F. A. Sunderhaus Twenty three Hundred Fifteen  
 DOLLARS, for value received, negotiable, and payable, with interest from date at the rate  
 of 8 per cent. per annum, payable at the FIRST NATIONAL BANK, Broken Arrow, Okla. Interest  
 payable annually. If the interest be not paid when due it shall become a part of the principal  
 and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice  
 and protest and agree to let the time of payment be extended without our consent from time  
 to time until paid. In case this note is placed in the hands of an Attorney for collection  
 I, or we, agree to pay ten per cent. additional as Attorney's fee.

NOW, If the 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  
 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 re-  
 main 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 parties 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.

L. E.

Lewis E. Cole

Dorcas L. Cole