

#249769 NS

## MORTGAGE.

12484  
 26 Jan 1924  
 S.B.  
 Family

THIS INDENTURE Made this 22 day of Jan. A.D. 1924, between E.L. McKiearnan and Jessie McKiearnan, husband and wife, of Tulsa County, in the State of Oklahoma, of the first part, and First National Bank of Collinsville, Okla., of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, The said parties of the first part, in consideration of the sum of Nine Hundred 00/100 .... Dollars, the receipt of which is hereby acknowledged, do..by these presents Grant, Bargain, sell and convey unto said party of the second part its heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit;

NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section Thirty Three (33) Township Twenty Two (22) Range 14 East, in Tulsa County and NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section Thirty four (34) Township Twenty Two (22) Range Fourteen (14) East, Rogers County, containing eighty acres.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its 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 E. L. McKiearnan and Jessie McKiearnan, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows;

Dated Collinsville, Okla. Oct. 29th, 1923, On April 29th, 1924, we promise to pay the First National Bank of Collinsville, Nine Hundred 00/100 with interest from date at ten percent per annum until paid. And signed Ed McKiearnan. subject to a prior mortgage of \$1500.00.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its 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 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 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 appraise-ment 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 .

E.L. McKiearnan  
 Jessie McKiearnan

STATE OF OKLAHOMA, }  
 TULSA COUNTY, } SS.

Before me, Frank McKinney a Notary Public in and for said County and State, on this 23 day of Jan. 1924; personally appeared E.L. McKiearnan and Jessie McKiearnan, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for