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COMPALED

## MORTGAGE OF REAL ESTATE.

13807  
 Dated this 20 day of Feb, 1924  
 W. W. Mackey, County Treasurer

This indenture, made this 18th day of February, 1924, A.D. between W. Sanford Kelly and Elsie A. Kelly, his wife, of Tulsa County, County in the State of Oklahoma, of the first part, and Louis Caplin, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said parties of the first part in consideration of one thousand dollars, (\$1000.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit: All of lots one (1) two (2) and three (3) in blk twelve (12) of the re-survey of block thirteen (13) in Maple Park a ddition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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.

Provided always, and these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: One promissory note for one thousand (1000.00) dollars dated Feby. 18th, 1924, due in twelve months after date and bearing interest at the rate of 10% per annum payable semi-annually.

Now, if said partys 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 abovedescribed 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 not paid when 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 possession of said premises. And said part of the first part for said consideration hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said party of the first part hereunto set \_\_\_ hand the day and year first above written.

W. Sanford Kelly,  
 Elsie A. Kelly.

State of Oklahoma)  
 Tulsa County ) SS

Before me, G. E. Bergher, a Notary in and for said County and State on this 18th day of February, 1924, personally appeared W. Sanford Kelly and Elsie A. Kelly, to me known to be the identical persons 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.

(SEAL) G. E. Bergher, Notary Public.

My commission expires July 14th, 1926.

Filed for record in Tulsa County, Okla. on Feb. 19, 1924, at 2:20 P.M. recorded in book 448, page 26, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.