

475

240641 C. J.

REAL ESTATE MORTGAGE

COMPARSED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$130 and issued Receipt No. 11627 thereof in payment of mortgage tax on the within mortgage.

Dated this 24 day of Sept, 1923.

W. W. Stuckey, County Treasurer

B. Quinn
Deputy

THIS INDENTURE, Made this 18 day of September A. D.

1923 between Jessie A. Bradley and Fred E. Bradley, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and Joanna Chambers of Sand Springs, Okla. of the second part.

WITNESSETH: The said parties of the first part, in consideration of the sum of Twelve Hundred Eighty Seven Dollars and Seventy Cents DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, all the following described real estate, situated Sand Springs County of Tulsa and State of Oklahoma, to-wit:

All of Lots Five (5) and Six (6) in Block Five (5) Original Townsite, now the City of Sand Springs, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 Jessie A. Bradley and Fred E. Bradley have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows:

For the principal sum of Twelve Hundred Eighty Seven Dollars and Seventy Cents (\$1287.70) due and payable in four equal yearly installments with interest at the rate of 8% per annum, interest payable on the entire amount at the rate of each installment, first installment due September 18, 1924 and balance one year each thereafter until the entire amount shall have been paid.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her heirs and 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. And said mortgagors agrees that they will, until said debt is paid, keep said premises insured to the amount of ---- dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, 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 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. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Ten dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Jessie A. Bradley

Fred E. Bradley

STATE OF OKLAHOMA, Tulsa COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said county and state, on this 18 day of September A. D. 1923 personally appeared Jessie A. Bradley and Fred E. Bradley