

grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All that part of the Northeast Quarter of the Northeast Quarter of Section Thirty-two (32), Township Twenty (20) North, Range Thirteen (13) East, more particularly described and bounded as follows: Beginning at the Northeast corner of said Section 32, Township 20 North, Range 13, East thence West a distance of 458 feet, thence South and parallel to the east line of said Section 32, a distance of 458.3 feet, thence East and parallel to the North line of said Section 32 a distance of 458 feet to the East line of said Section 32, thence North along the East line of said Section 32 a distance of 456.5 feet to the place of beginning, the tract of land embraced hereby being in the Northeast corner of said Section 32 and containing in all five (5) acres, more or less, as the case may be. COMPARED

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their 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 parties of the first part have this day executed and delivered a certain promissory note in writing to said parties of the second part described as follows:

Promissory note in the amount of \$4000.00, payable on or before two years from date at the Exchange National Bank. Interest at the rate of 8% per annum, payable quarterly.

In the event default in the payment of said note or any part thereof is made, or if the indebtedness secured hereby becomes due according to the terms hereof, then in that event upon foreclosure proceedings being commenced, parties of the second part shall be entitled to recovery of attorneys fees in the sum of \$400.00 in addition to any and all other sums which may be due under the terms hereof. The principal of the aforesaid note, or any part thereof may be paid at any interest paying date,

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 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 parties of the second part shall be entitled to possession of said premises. 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.

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

Ella V. McKelvey

J. F. McKelvey

State of Oklahoma, Tulsa County, ss.

Before me the undersigned, a Notary Public in and for said County and State on this 20th day of September 1923, personally appeared Ella V. McKelvey and J. F. McKelvey, her husband 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.