

My commission expires July 20th, 1927.

(SEAL) D. N. Barhatter, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 14, 1924, at 10:20 A.M. recorded in book 481, page 316, Brady Brown, Deputy.

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

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COMPARED

MORTGAGE OF REAL ESTATE.

13300

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This indenture, made this 12th day of January, A.D. 1924, between L. E. Grant, Jr., and Ethel B. Grant, (his wife) of Tulsa County, in the State of Oklahoma, of the first part, and G. J. Miller, of Tulsa, County, in the State of Oklahoma, of the second part.

Witnesseth; That said parties of the first part in consideration of fifteen hundred and no/100 dollars, (\$1500.00) the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second party heirs and assigns, the following described real estate situated in Tulsa, County, and State of Oklahoma, to-wit:

Lot number nineteen (19) in block number five (5) of Kirkpatrick Heights addition 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 anywise 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 note dated January 12th, 1924, due January 12th, 1925, for the sum of fifteen hundred and no/100 dollars, bearing interest from date at the rate of nine per cent (9%) per annum.

Now if 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 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 parties of the first part for said considerations do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. If this mortgage is not paid when due and is collected by an attorney or suit, principals, sureties and endorsers agree to pay an attorney fee for the collection of same of ten dollars and ten per cent of the amount remaining unpaid.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

L. E. Grant, Jr.,  
Ethel B. Grant.

State of Oklahoma )  
Tulsa County ) SS

Before me, J. A. Balcom, a Notary Public, in and for said County and State on this 12th day of January, 1924, personally appeared L. E. Grant, Jr., and Ethel B. Grant, (his wife) to me known to be the identical persons who executed the within and