

247302 C.J.

MORTGAGE OF REAL ESTATE.

COMPARED

THIS SUPPLEMENTARY ENDORSEMENT  
 I have received \$250.00 and issued  
 13031  
 22 Dec., 1923  
 S.B.  
 Deputy

This indenture made this 10th. day of December A.D. 1923, between W. Sanford Kelley & Elsie A. Kelley his wife of Tulsa County, in the State of Oklahoma of the first part and Cecil Hudson of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Twenty five Hundred & No/100 Dollars, (\$2500.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma to-wit:

Lots Three (3), Four (4), Five (5), Six (6) and Seven (7),  
 Block Fourteen (14) of the Maple Park 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 her 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:

COPY

\$2500.00

Tulsa Okla. Dec. 10, 1923 No-----

One year after date, for value received. I, we, or either of us, jointly and severally waiving grace and protest, promise to pay to the order of Cecil Hudson Twenty-five hundred and no/100 (\$2500.00) Dollars with interest from date at the rate of 10 per cent per annum, payable semi-annually until paid. The interest, if not paid semi annually to become as principal and bear the same rate of interest; and in case this note is placed in the hands of an attorney for collection we agree to pay Three Hundred & no/100 Dollars additional for the collection of same. The endorsers, guarantors and assignors, severally waive presentment for payment, protest and notice of protest thereof for non-payment of this note, and consent that time of payment may be extended without notice.

Payable at-----

DUE Dec. 10, 1924

W. Sanford Kelley

Elsie A. Kelly

Now if said parties of the first part shall pay or cause to be paid to said party of the second part her 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 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 hands the day and year first above written.

W. Sanford Kelly

Elsie A. Kelley