## 249563 C.J.

TREASURER'S ENDORSEMENT I bachy certify that I received 62 A and issued Receive No/2433 Barrier in present of margage taz on the video margage. Dated the 23 dor of Jaw, 10, 4 MORTGAGE OF REAL ESTATE.

## COMPARED

This indenture made this 2nd day of January A. D., 1924, between D. R. Davis and Jennie H. Davis, his wife, of Tulsa, County, in the State of Oklahome of the first part and R. H. Bartlett, C. E. Braden and W. C. Rogers, Trustees of The Braden Company, an Express Trust, of

Denni il 23 in if fall, 10, 4 part and R. A. Barrison Trustees of The Braden Tulsa County, in the Staffy of Oklahoma, of the Second part.

WTINESSETH, That said parties of the first part in consideration of TWO THOUSAND FOUR HUNDRED & FIFTY Dollars, (\$2450.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said parties of the second part heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Fifteen (15) of Block Nine (9) in Federal Heights Second Addition

to the City of Tulsa, Oklahoma, according to the recorded plat there of,

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 there unto 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 their certain promissory note in writing to said parties of the second part described as follows:

One certain promissory note, in the sum of \$2450.00 dated January 2nd, 1924, payable five years from date, made payable to R. H. Bartlett, C. E. Braden and W. C. Rogers, Trustees of The Braden Company, an Express Trust. Said note bearing interest at the rate of seven per centum per annum, payable annually, in terest and principal alike being payable at the offices of The Braden Company, in the City of Tulsa, Oklahoma.

It is understood by and between the parties hereto that parties of the first part have the privilege of retiring, in multiles of One Hundred Dollars, any portion of the amount due under said note, at any time.

It is further understood and agreed by and between the parties hereto that should parties of the first part sell or dispose of the property mortgaged hereunder, that the note herein becomes immediately due and payable, at the option of the parties of the second part.

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, shell then become due and payable and said parties of the second part shell be entitied to possession of said premises. And said parties of the first part for said consideration 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

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

Denton R. Davis



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