

WITNESS MY HAND and official seal the day and year above set forth.

My commission expires May 11, 1925. (Seal)

Margaret Berry, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 15, 1924, at 11:40 o'clock A.M.
and recorded in Book 483, Page 285.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

251224716/1131/1924'S ENDORSEMENT

I hereby certify that I received \$ 78.00 REAL ESTATE MORTGAGE.

COMPARED

Receipt No. 3743 check or a payment of mortgage

tax on the within mortgage.

Dated Feb 15 day of Feb. 1924

W. W. Stockey, County Clerk

THIS INDENTURE, Made this 1st day of October
1923, between J. R. Caudle, & M. Ethel Caudle,
husband & wife, of the County of Tulsa and State

of Oklahoma, parties of the first part, and N. R. Graham party of the second part.

WITNESSETH, That the said parties of the first part, for and in the consideration of the sum of Thirty Nine Hundred & No/100 Dollars in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have sold and by these presents does grant, sell, convey and confirm unto said party of the second part, and to his heirs and assigns forever all of the following described real estate, lying and situated in the County of Tulsa and State of Oklahoma, to-wit:

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ & the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ & the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. Fourteen (14)

Township Nineteen (19) Range Fourteen (14) E. containing one hundred sixty acres.

TO HAVE AND TO HOLD THE SAME, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging; or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, and to his heirs and assigns, forever against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon these express condition: That if the said parties of the first part their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part his heirs or assigns, the sum of Thirty Nine Hundred & No/100 Dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, executed by the parties of the first part, payable to the order of N. R. Graham at Tulsa, Okla., Oklahoma, as follows:

\$3900.00 payable 1 year with 7 per cent interest from date payable annually.

both principal and interest payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder thereof, become due and payable at once without notice. Said parties of the first part hereby agrees to carry policies of fire and tornado insurance to the amount of \$nil. for full time of this loan, loss, if any, payable to N. R. Graham as his interests may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the payment of said note, and further agree to keep in good repair all buildings, fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mortgagee, an attorney fee of \$100.00 and all costs of suit and all insurance premiums or taxes so paid shall be added, which sums shall be and become an additional lien and be secured by lien of this