

257436 OREO. SUMMER INDEPENDENT
 11-11-24 County of Broken Arrow MORTGAGE OF REAL ESTATE.

14790
 5 May 1924
 8. B

COMPARED

UNRECORDED

THIS INDENTURE, Made this 2nd day of May A.D. 1924,
 between Daisy Miller, nee Childers and James E.
 Miller, her husband of Broken Arrow, Tulsa County,
 in the State of Oklahoma, of the first part, and Carden Green of Broken Arrow, Tulsa County,
 in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of
 Twelve Hundred (\$1200.00) and No/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents, grant, bargain, sell and convey unto said party of the second part
 his heirs and assigns, all the following described Real Estate situate in Tulsa County, and
 State of Oklahoma, to-wit:

The North East Quarter of Section Three (3) Township Seventeen (17) North
 Range Fourteen (14) East, containing 160 acres more or less.

TO HAVE AND TO HOLD THE SAME, Unto the said part- of the second part- 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
 Daisy Miller, nee Childers, and James E. Miller, her husband have this day executed and
 delivered one certain promissory note in writing to said party of the second part, described
 as follows: Dated Broken Arrow, Oklahoma, May 2, 1924, due August, 2, 1924, payable to the
 order of the said Carden Green, and executed for the sum of Twelve Hundred Dollars, (\$1200.00)
 together with interest thereon from the date thereof until paid, at rate of 10% per annum,
 until paid.

Said parties of the first part, further contract and agree, if said above described
 note is placed in the hands of an attorney for collection, or if suit is filed to foreclose
 this mortgage, that they will pay said party of the second part, the further sum of \$200.00
 attorney fees.

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 men-
 tioned 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 the 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 the possession of said premises. And the 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 have hereunto set their hands the
 day and year first above written.

Daisy Miller

James E. Miller

ACKNOWLEDGMENT.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Paul R. Hurd, a Notary Public in and for said County and State on this
 2nd day of May, 1924, personally appeared Daisy Miller, nee Childers, and James E. Miller,
 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