

Witness my hand and official seal the day and year above set forth.

(Seal)
My commission expires March 15, 1927.

Frances E. Cohenour,
Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 3, 1924, at 3:40 o'clock P.M. and recorded in Book 483, Page 67.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

248136 C.M.J. COMPARED

THE FIRST PART OF THE MORTGAGE OF REAL ESTATE.

I hereby certify that the receipt of \$40 and a receipt No. 13127 for the payment of the same tax on the within mortgage.

Dated this 4 day of Jan 1924
W. W. Stacker, County Treasurer

homa of the first part and Joshua A. Miller, of Tulsa County, in the State of Oklahoma, of the second part.

This indenture made this 2nd day of January

A.D. 1924, between L. Stovall, and Mamie Stovall

his wife of Tulsa County, in the State of Oklahoma

homa of the first part and Joshua A. Miller, 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 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 party his heirs and assigns, the following described Real Estate, situated in Tulsa County and State of Oklahoma, to-wit:

An un-divided one Half ($\frac{1}{2}$) interest in and to the following described real property to-wit:

The South-west Quarter (SW $\frac{1}{4}$) of the North-west Quarter (NW $\frac{1}{4}$) of the North-east Quarter (NE $\frac{1}{4}$) of Section Thirty-one (31) Township Twenty (20), Range Thirteen (13) East of the I. B.M. according to the Government Survey 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 any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said L. Stovall, and Mamie Stovall, his wife have this day executed and delivered two certain promissory notes in writing to said party of the second part described as follows:

One note dated January 2nd 1924, Amt. \$500.00 Int. 8% due Feb. 1st, 1924.

" " " " " " " " 2000.00 " " " Jan. 2nd, 1925.

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 or money in the above described notes 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 sums 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. Parties of the first part further agree, that in the event suit is brought to foreclose this mortgage, that they will pay a reasonable attorney fee for the foreclosure of same.

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

L. Stovall

Mamie Stovall

STATE OF OKLAHOMA)
Tulsa County.) ss.

Before me the undersigned, Notary Public in and for said County and State on this