

in Book 488, page 45

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

480

257879 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$128 and issued  
Receipt No. 14873 in payment of mortgage  
tax on the within and above.

Dated this 12 day of May 1924

at Tulsa, Oklahoma

in pay

MORTGAGE OF REAL ESTATE.

COMPARED

This indenture made this 9th day of May A. D., 1924,  
between Ned Gritts and Lea Gritts, his wife of  
Tulsa County, in the State of Oklahoma of the first  
part and G. Z. Jenkins of Tulsa County, in the  
State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Sixteen Hundred and no/100  
Dollars, (\$1600.00) the receipt of which is hereby acknowledged, do by those presents grant,  
bargain, sell and convey unto said party of the second part his heirs and assigns, the following  
described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Four (4) in Block One (1), of Englewood Addition to the City  
of Tulsa, Oklahoma, according to the recorded plat thereof,

This mortgage given subject to a first mortgage of \$2500.00, dated May 9,  
1923, bearing interest at 10 per cent per annum, due in three years from date.

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 where-  
as 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:

One note for \$1600.00, dated May 9, 1924, bearing interest at 8 per cent per  
annum, payable \$29.16 per month which payment includes interest and payment on  
the principal.

G. Z. Jenkins, mortgagee, or whoever may hold this mortgage at the time the first  
mortgage above described, becomes due, agrees, that if Ned Gritts or whoever may own this  
property at the time first mortgage becomes due and desires to renew the same, that the holders  
of this mortgage agree that they will release this mortgage until such first mortgage can be  
so placed when this mortgage will again take its second place.

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  
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 there-  
on, 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.

Ned Gritts

Lea Gritts

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, L. W. Kuntz a Notary Public in and for said County and State on this