

#265115 LLJ

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE made this 12th day of August, A. D., 1924, between Ellen L. Peirsol, a widow of Tulsa County, in the State of Oklahoma of the first part and Carrie Jacobi of Oklahoma City, Oklahoma County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of Two Thousand and No/100 Dollars, (\$2000.00) the receipt of which is hereby acknowledged does by those presents, grant, bargain, sell and convey until said part of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma to-wit:

South Fifty (50 ft.) feet of Lot Five (5), Block One Hundred Twenty Nine (129), of the Original town of Tulsa, Tulsa, County, Oklahoma,

This mortgage is subject to a mortgage in favor of Henry Harman for \$1000.00 dated February 13th, 1919.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 Grantor has this day executed and delivered a certain promissory note in writing to said party of the second part described as follows:

One Note dated August 12th, 1924 for term of three years bearing interest at rate of eight per cent per annum, interest payable semi-annually, said note bearing interest at rate of ten percent after maturity and attorneys fee of \$50.00 and ten per cent of the amount remaining unpaid.

Now if said party of the first part shall pay or cause to be paid to said party of the second part her 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, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said party of the first part, for said consideration does hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the state of Oklahoma.

In Witness Whereof the said party of the first part has hereunto set her hand the day and year first above written.

Ellen L. Peirsol

STATE of Oklahoma, Tulsa County, ss:

Before me, L. W. Kuntz, a Notary Public in and for said County and State on this 12th day of August, 1924, personally appeared Ellen L. Peirsol to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the use and purposes therein set forth.

L. W. Kuntz, Notary Public

My Commission expires Feb. 21st, 1926. (SEAL)

Filed for record in Tulsa County, Oklahoma on August 13, 1924 at 10:30 o'clock A. M. Recorded in Book 491, page 374. By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk.