

267242PCW.

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 9th day of September A. D. 1924,
 between Roy A. Tannahill and Lura Tannahill, his wife, of
 Jenks, Tulsa County, in the State of Oklahoma, of the first
 part and Ed Kohlhorst of Jenks, Tulsa County, in the State
 Of Oklahoma, of the second part.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 80.00 and issued between Roy A. Tannahill and Lura Tannahill, his wife, of
 Jenks, Tulsa County, in the State of Oklahoma, of the first
 part and Ed Kohlhorst of Jenks, Tulsa County, in the State
 Of Oklahoma, of the second part.

Dated this 12 day of Sept 1924.

W. W. [Signature] Treasurer

Deputy

WITNESSETH, That said parties of the first part, in consider-
 ation of the sum of \$1500.00 Fifteen hundred 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 Jenks, Tulsa County, and State of Oklahoma, to-wit:

All of Lots Six (6) and Seven (7) in Block Twenty-one (21), town of Jenks,
 Oklahoma, according to the recorded plat 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 appurte-
 nances thereto belonging, or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon the express condition, that
 whereas said first parties have this day executed and delivered three (3) certain promissory
 notes in writing to said party of the second part, described as follows: Dated September
 9th, 1924, in the principal sum of fifteen hundred dollars made in three notes of five
 hundred dollars each, maturing in one, two and three years after date, and bearing ten per
 cent interest after date, signed Roy A. Tannahill and Lura Tannahill, and payable to Ed
 Kohlhorst.

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
 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 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 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 parties of the first part have hereunto set
 their hands the say and year first above written.

STATE OF OKLAHOMA,)
 COUNTY OF TULSA.) SS.

Roy A. Tannahill.

Lura Tannahill.

Before me, Minnie Hugo, a Notary Public in and for said County
 and State on this 10th day of September 1924, personally appeared Roy A. Tannahill and
 Lura Tannahill, his wife, 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 act and deed for the uses and purposes therein set forth.

(Seal) My commission expires Sept. 2, 1925.

Minnie Hugo

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 12, 1924 at 10:20 A. M. o'clock

recorded in book 496, page 199.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.