and having a prontage of two hundred (200) feet on the Denver Street.

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 anywise appertaining, rorever. 0

٢

0

0

0

0

0

· O

0

٩

0

Ð

I

PROVIDID ALWAYS, and these presents are upon this express condition that whereas said C.C. Drew and Emma Drew have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows.

One principal note for \$13700.00, due one year after date, and two interest coupon notes for \$548.00 each, due respectively six and twelve months after date, all bearing interest at eight per cent, after maturity, and all payable to the order of Josephine B. Lawrence at the Bank of Commerce in Tulsa, Oklahoma, for value received; and in case of default in payment of principal note when due, to pay an attorneys fee of ten per cent for collection, all dated at Tulsa, Oklahoma, and signed by the parties of the first part.

NOW, if said parties 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 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 per part shell be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisment of said real estate and all benefit of the homestead exemption and stay laws or 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.

> C.C. Drew. Emma Drew.

STATE OF OKLAHOMA) TULSA COUNTY (S.S.

## ACKNOWLEDGMENT.

Before me Orville S. Booth, a Notary Public in and for said County and State, on this 11th day of December, 1909, personally appeared C.G. Drew and Emma Drew husband and wife, to me known to be the identical persons who executed the within and roregoing 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)

Orville S. Booth, Notary Public.

Ly commission expires Feb. 23, 1912. Tiled for record at Zulsa, Dec 11, 1409 4:15 oclock P.M. All. Wulkley. Reg of Deede! (seal )

478