

COMPARED

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That George W. Brady and Jessie L. Brady his wife of Tulsa county, State of Oklahoma, first parties for and in consideration of the sum of Forty and no/100 dollars the receipt of which is hereby acknowledged, do hereby mortgage and convey to Humphrey & Humphrey (a firm composed of L.U. Humphrey and L.L. Humphrey) of Independence, Kansas, second party the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The South East Quarter ($\frac{1}{4}$) of the North east Quarter ($\frac{1}{4}$) and The south east ten (10) acres of lot one (1) all in section two (2) Township Twenty two (22) north of range twelve (12) east, of the Indian meridian, containing 50 acres more or less according to the Government survey, ~~thereof~~, together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in any wise belonging thereto, and the said first parties hereby warrant the title thereto against all persons whomsoever. This mortgage is given subject to a mortgage of even date herewith to the ^{Union} Central Life Insurance Company, securing the sum of \$800.00

This mortgage is given to secure the payment of the full sum of \$40.00 as evidenced by one promissory note of even date herewith signed by said first parties, payable to the said second party as follows. Forty dollars on the 18th day of July 1911.

with interest thereon at the rate of ten per cent per annum, after maturity until paid, principal and interest payable at the office of Humphrey & Humphrey, Independence, Kansas.

It is expressly agreed that if the first parties shall pay the said sum or sums of money above provided at the times the same are made due and payable, then these presents shall become null and void and the second party shall release the same of record. But in case of failure of the first parties to pay the said sum or sums of money hereby secured when due or any taxes or assessments levied against said above described property before delinquent or any other liens that may attach to said property before foreclosure, or shall permit default to be made in the performance of any of the conditions of the First Mortgage above mentioned then the whole sum or sums of money hereby secured shall forthwith become due and payable at the option of the second party and no demand or notice shall be necessary before commencement of suit to foreclose this mortgage and in case of foreclosure hereof or suit to collect the money hereby secured the first parties agree to pay a reasonable attorneys fee as provided in said notes, in addition to all other legal costs and fees; and the first parties hereby waive all benefit of the appraisal stay and homestead exemptions laws of the state of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands this 18th day of July 1910.

George W. Brady

Jessie L. Brady

State of Oklahoma, Tulsa County, SS.

Before me a Notary Public in and for said county and state on this 23rd day of July 1910, personally appeared George W. Brady and Jessie L. Brady his wife, to me known to be the identical persons who executed the within and