

Overbay Bros. Binders

234199 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V. W. McCracken and Emely J. McCracken (his wife)
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, has Y
 mortgaged and hereby mortgage to J. L. Vaughn
 of Tulsa, Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Fourteen (14) and Fifteen (15) and Sixteen (16) in
 Block Fifteen (15), Capiton Hill Second Addition to the city
 of Tulsa, Tulsa County, Oklahoma, according to the recorded plat
 thereof.

"This Mortgage is given as a first Mortgage and there are no
 incumbrance against said property.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Thirteen Hundred and Thirty Nine and 89/100 DOLLARS,
 with interest thereon at the rate of 10 per cent per annum payable monthly from
 according to the terms of 1 certain promissory note described as follows, to-wit:

One note for Thirteen Hundred and Thirty Nine and 89/100
 Dollars, dated June 18th 1923, signed by V. W. McCracken
 and Emely J. McCracken to J. L. Vaughn, payable at the
 rate of Twenty Nine and 12/100 Dollars per month, with
 interest at the rate of 10 per cen payable after maturity.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$78.82 and issued
 Receipt No. 1034 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 27 day of June 1923
WAYNE L. DICKEY, County Treasurer
A. J.
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises. and to insure, and keep insured in favor of
 second party, buildings on said premises.
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of \$25.00 and 10 per cent of the full amount unpaid DOLLARS
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of June, 1923

V. W. McCracken

SEAL

Emely J. (her x mark) McCracken SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 25th
 day of June, 1923 personally appeared

V. W. McCracken and Emely J. McCracken (his wife)
 and Emely

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.

Witness my signature and official seal the day and year last above written.
 My commission expires June 18, 1927 (Seal) Nettie J. Powell Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of June A. D., 1923
 at 10:00 o'clock A. M. Book 439, Page 183
 By Brady Brown, Deputy. (Seal) D. G. Weaver, County Clerk