

COMPARED MORTGAGE RECORD NO. 456

237455 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Pinion and Lillie Pinion, his wife,  
Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to K. M. Vaughn  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8), Block Two (2) Highland Second Addition  
 to Tulsa, Oklahoma, according to the plat thereof.

TREASURER'S ENLISEMENT

I hereby certify that I received \$110 and issued  
 Receipt No. 10288 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Aug 1923  
W. W. Stucky, County Treasurer

Deputy

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  
Four Hundred ninety-three & 80/100 (\$493.80) DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable monthly annuity from date  
 according to the terms of twelve certain promissory note s described as follows, to-wit:

Eleven notes for twenty-five (\$25.00) dollars each, the first of which is due  
 on the 30th day of August, 1923, and one on the 30th day of each and every month  
 thereafter until the eleven have been paid and one note for \$218.80 due twelve  
 months after date or July 30th, 1924, interest being payable on each note on the  
 due date.

This mortgage subject, however, to a prior first mortgage for three thousand  
 dollars (\$3,000.00) given to the Oklahoma City Building & Loan Association.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part ies shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree that in the event action is brought to foreclose this mortgage, ies will pay a  
 reasonable attorney's fee of Fifty & 00/100 DOLLARS  
 which this mortgage also secures.

Part ies 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 30th day of July, 1923.

John Pinion

SEAL

Lillie Pinion  
his wife

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Cal Arnold, a Notary Public in and for said County and State on this 31st  
 day of July, 1923 personally appeared

John Pinion  
Lillie Pinion

and ies to me known to be the identical person s 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 April 9, 1924 (Seal) Cal Arnold, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August A. D., 1923  
 at 9:00 o'clock A. M. Book 439, Page 413

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk