

Filed for record at Tulsa, Tulsa County, Oklahoma, May 26, 1923 at 10:00 o'clock A.M. and recorded in Book 457 Page 66

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

231667-ACM

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

THAT, Naomi C. Turner, and Jesse T. Turner and Ferne ~~Turner~~ his wife of Lincoln, Nebraska, parties of the first part, have mortgage, and hereby mortgage to Albert H. Bell, Ray S. Fellows, C. Frank Reavis, and Maxwell Beghtol, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

TREASURER'S RECEIPT
I hereby certify that I received \$150 and issued Receipt No. 2741 therefor in payment of mortgage tax on the within mortgage.
Dated this 28 day of May, 1923
WAYNE L. DICKEY, County Treasurer
QSB

All the right, title, interest, reversion and remainder of first parties in and to the North 50 feet of the East 40 of Lot 7 and the North 50 feet of Lot 1 in Block 127 in the original town, now City, of Tulsa, Oklahoma, according to the official plat and survey thereof.

with all improvements thereon and appurtenances thereunto belonging.

Parties of the first part covenant and agree that said lands constitute no part of their homestead.

This mortgage is given to secure the payment of the sum of \$1500.00 from said mortgagors to said mortgagee, to become due and payable when the suit of Lillian Turner Vs. John Turner et al, Civil No. 22165 in the District Court of Tulsa County, Oklahoma, has been terminated by a judgement or decree of the Court in favor of the defendants. If the said plaintiff recovers as much as one-third (1/3) of the lands, or the value of the lands that she sues for in said action, then said mortgagors shall thereupon pay the said mortgagee the sum of \$1,000.00 only, in full satisfaction of this mortgage. In the event said litigation results in the said plaintiff recovering all of said property, then this mortgage shall become null and void. In case the litigation is compromised or settled, then this mortgage shall forthwith become due and payable in the amount of \$1500.00/

Dated this 9 day of May, 1923.

Witnesses:

Naomi C. Turner

M. Beghtol

Jesse T. Turner

I. S. Wagner

Ferne Turner

STATE OF NEBRASKA)
(ss.
COUNTY OF Lancaster)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9 day of May, 1923 personally appeared Naomi C. Turner and Jesse T. Turner and Ferne Turner, husband and wife, and 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.

Given under my hand and seal the day and year last above written.

My commission expires June 3 1925

(SEAL)

I. S. Wagner-Notary Public

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By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.