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W. W. Struck
 C. B. Young

MORTGAGE OF REAL ESTATE, COMPARED

This indenture made this 5th day of July A.D. 1923, between C. B. Young and Nellie Young, his wife of Tulsa County, in the State of Oklahoma, of the first part and Marcus Ashby of Tulsa County, in the State of Oklahoma, of the Second

part.

WITNESSETH, That said parties of the first part in consideration of Fifteen Hundred Fifty and no/100 Dollars, (\$1550.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot Three Block Twenty-three (23) of College Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said C. B. Young and Nellie Young have this day executed and delivered their certain promissory notes in writing to said party of the second part described as follows:

Sixty-two serial notes in the sum of \$25.00 each, bearing interest at the rate of 8%, The first note due on August 5th, 1923 and one note maturing on the 5th day of each succeeding month.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his 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 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 part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of 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.B. Young

Mrs. Nellie Young

STATE OF OKLAHOMA Tulsa County, ss.

Before me Notary Public H. G. Beimfohr in and for said County and State on this 5th day of July 1923, personally appeared C.B. Young and Mrs. Nellie Young, his wife 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 use and purposes therein set forth.

My commission expires April 14th 1927

(SEAL) H. G. Beimfohr, Notary Public