

MORTGAGE RECORD No. 472

NO. 240882 C.M.J.

BLACK PRINTING CO. TULSA

SECOND REAL ESTATE MORTGAGE.

FROM

STATE OF OKLAHOMA, Tulsa County ss.

26

This instrument was filed for record on the

Sept.

1923

at 3:30

o'clock P.M.

and duly recorded in Book 472 on page 94

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

County Deputy

THIS INDENTURE, Made this 16th day of April A. D. 1923, between

E. B. Brauns, a single woman

of Tulsa County, in the State of Oklahoma, part of the first part

and K. M. Vaughn, and Cleves H. Bruce

of Tulsa part of the second part;

WITNESSETH, That said part of the first part, in consideration of the sum of

Five Hundred and No/100

Dollars

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part of the second part their heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

All the West 13 1/2 feet of Lot 11 and the East 33-1/3 feet of Lot 10 all in Block 128, City of Tulsa, Oklahoma and All of Lots 16-17 & 18 in Block 2 and Lots 10-11-12-13-14 & 15 in Block 1 all in Mitchell-Crosbie Addition to Tulsa Oklahoma, according to the recorded plat thereof and Lot Ten (10) and South 15 feet of Lot Nine (9) in Block 11 Parkdale Addn. to the city of Tulsa Oklahoma, according to the amended plat thereof.

I hereby certify that I received \$10 and

Receipt No. 11816 dated 10/10/23

and on the 10/10/23

Gave to 4 Oct. 1923

W. B. Brauns, County Clerk

B. G.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith. One for \$500.00 due April 16, 1924 payments to be made at the rate of \$25.00 or

more each month. Interest payable monthly on unpaid balance 192

made to K. M. Vaughn and Cleves F. Bruce

or order, payable at Tulsa

with Eight per cent interest per annum, payable semi-annually and signed by

E. B. Brauns

Said first part hereby covenant that she is the owner in fee simple of said premises and that they are free and clear of all incumbrances except a certain first mortgage given to Tulsa Building & Loan Assn.

That she has good right and authority to convey and encumber the same and she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agrees to insure the buildings on said premises in the sum of \$500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agrees that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagee will pay to the said mortgagee \$100.00 Dollars as attorney's or solicitor's fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereon shall be recovered in said foreclosure suit and included in any judgement or decree rendered in action as aforesaid, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part shall pay or cause to be paid to said second part their 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 said note, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note, and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part waives notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part of the first part has hereunto set her hand the day and year first above written.

E. B. Brauns

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS

to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto

his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set her hand this day of

1923

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, A. B. Crews

on this 16 day of April 1923, personally appeared within and foregoing

E. B. Brauns to me known to be the identical person who executed the above instrument

and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my official hand and seal the day and year above set forth.

My commission expires Jan. 28, 1925. (Seal)

A. B. Crews,

Notary Public