

240924 C.J.

MORTGAGE OF REAL ESTATE. COPIED

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No. 11691

Dated the 27 day of Sept 1923.

W. W. Weaver, County Clerk

between Freeman N. Vaughn and Elzena R. Vaughn, his wife and Frank Vaughn, single of Tulsa County, in the State of Oklahoma of the first part and Minnie G. Farley of Tulsa County in the State of Oklahoma, of the Second part.

This indenture made this 24th day of September A. D., 1923

between Freeman N. Vaughn and Elzena R. Vaughn, his wife and Frank Vaughn, single of Tulsa County, in the State of Oklahoma of the first part and Minnie G. Farley of Tulsa County in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Two Thousand and no/100 Dollars, (\$2000.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said part---- of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Five (5) Block Five (5) City View 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 her 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 First parties have this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

Note for Two Thousand and no/100 Dollars payable twenty and no/100 dollars per month, including interest for the first forty One months and then monthly payments of Fifty and no/100 Dollars, including interest, until note is paid in full.

Note bearing Eight per cent interest per annum, payable monthly.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described note 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 appraisal 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.

Freeman N. Vaughn

Elzena R. Vaughn

Frank Vaughn

STATE OF OKLAHOMA Tulsa County, ss.

Before me a Notary Public in and for said County and State on this 24th day of September 1923, personally appeared Freeman N. Vaughn and Elzena R. Vaughn, his wife, and Frank Vaughn, single 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 May 1st, 1926

(SEAL)

In Seal
A. V. Long, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 27, 1923 at 9:00 o'clock A.M.
in Book 475, page 224 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk