

263917 C.J.

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 14th day of July, A. D. 1924 between

Jno. M. Gidney and wife, Elise B. Gidney, of Muskogee, Muskogee County, in the State of Oklahoma, of the first part, and Susan R. Stephens, a single person, of ----- County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Eleven Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

Lots 9 and 10, 11, in Block 4, Park Hill Addition to the City of Tulsa, Tulsa County, 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 mortgagors have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Of even date, for \$1100.00, with interest from date at 8% per annum, payable July 14, 1926.

Subject to a mortgage of \$2500.00 to Leona Gidney now of record, in the office of County Clerk of Tulsa County, Oklahoma.

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 the 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 the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefits 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.

Jno M. Gidney

Elise B. Gidney

STATE OF OKLAHOMA, Muskogee County, ss.

Before me, Margaret Tackett, a Notary Public in and for said County and State on this 18th day of July, 1924 personally appeared Jno. M. Gidney and wife, Elise B. Gidney, 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.

My commission expires January 8, 1926 (SEAL)

Margaret Tackett, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 28, 1924 at 8:30 o'clock A. M. in Book 492, page 399

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk