

COMPARISON

216726 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. P. Yadon and Eva I. Yadon, his wife,

a _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to C. C. Bivin,

of _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North One Hundred Ten (110) feet of Lot numbered Twenty (20) of the Re-Subdivision of Lots 1, 2, 3, 4, 5, 16, 17, 18, 19 & 20, Block One (1) and Lot One (1), Block Two (2), Rodgers Heights Subdivision, Tulsa County, Oklahoma, according to the recorded plat thereof.

First parties agree to carry fire and tornado insurance on said premises during the life of this mortgage in the sum of not less than \$1500.00, with mortgage clause in favor of C.C. Bivin, as his interest may appear.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$600.00 and less Receipt No. 6789 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

--- DOLLARS ---

Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

One Thousand Five Hundred (\$1500.00) and No/100

with interest thereon at the rate of 9% per cent, per annum, payable semi-annually from date until paid,

according to the terms of One certain promissory note described as follows, to-wit:

One note of even date herewith for One Thousand Five Hundred (\$1500.00) Dollars, due on or before December 18, 1924, and bearing interest at the rate of 9% per annum from date until paid. The privilege of paying off said mortgage at any interest paying period is hereby reserved and granted.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, --- will pay a reasonable attorney's fee of Ten Dollars (\$10.00) and ten (10%) per cent --- DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of December, 1922.

Chas. P. Yadon SEAL

Eva I. Yadon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 18th day of December, 1922, personally appeared

Chas. P. Yadon

and Eva I. Yadon, 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 uses and purposes therein set forth. Witness my signature and official seal the day and year last above written.

My commission expires July 3-1924. (Seal) C. V. Baker, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Dec. A. D. 1922 at 1:00 o'clock P. M. Book 402, Page 146

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.