

§ 5.8-48

RECEIVED FROM
I hereby certify that I received \$480 and issued
Receipt No. 8359 whereof in payment of mortgage
tax on the within mortgage.
Dated this 21 day of March 1923 TO
WAYNE L. DICKEY, County Treasurer
a-j Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
This instrument was filed for record on the 21 day of
March 1923 at 10:00 o'clock A. M.,
and duly recorded in Book 408 on page 320
Fees \$
O. G. Weaver,
(Seal) County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this 19th day of March A. D. 1923, between
Chas. P. Yadon and Eva L. Yadon, his wife,
of Tulsa County, in the State of Oklahoma, part 1es of the first part, and
Maurice A. DeVinna
of Tulsa County, Oklahoma part 1es of the second part:
WITNESSETH, That said part 1es of the first part, in consideration of the sum of
Ten Thousand and No/100 (\$10,000.00) Dollars,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part his heirs
and assigns, all the following described real estate situated in Tulsa County and State of
Oklahoma, to-wit: All the North One-Half (N¹/₂) of the Northeast Quarter (NE¹/₄) of the North-east
Quarter (NE¹/₄) and Southeast Quarter (SE¹/₄) of the Northeast Quarter (NE¹/₄) of the Northeast
Quarter (NE¹/₄), also the North Half (N¹/₂) of the Northwest Quarter (NW¹/₄) of the Northeast
Quarter (NE¹/₄) and the Southwest Quarter (SW¹/₄) of the Northwest Quarter (NW¹/₄) of the North-
east Quarter (NE¹/₄), all in Section Twenty-six (26) Township Twenty (20) North, Range Thirteen
(13) East, except a strip of land Twenty-five (25) feet wide off the North side, a strip
of land Twenty-five (25) feet wide off the East side, and a strip of land Twenty-five (25)
feet wide off the West side of said tract of land; said land hereby conveyed being other-
wise described as follows, to-wit: Lots Numbered One (1) to Twenty-four (24) inclusive in
Aerial Heights, a subdivision, Tulsa County, Oklahoma; according to the recorded plat thereof.
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 four certain promissory
notes of even date herewith, one note for \$300.00 due on or before one year after date; one
note for \$1700.00 due on or before one year after date; one note for \$2000.00 due on or
before two years after date; and one note for \$6000.00 due on or before three years after
date. All said notes to bear interest at the rate of 8 per cent per annum payable semi-
annually from date until due. Grantors reserve the privilege of paying \$500.00 or any

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 promissory notes of even date here-
with. One for \$ multiple of said sum at any time and second party agrees for himself, his heirs, or assigns,
that one lot, to be selected by first parties, shall be released from the operation of
made to said mortgage for each and every \$500.00 paid by first parties, and said payment to
be credited on the note next due.
or order, payable at
with percent interest per annum, payable semi-annually and signed by

Said first part 1es hereby covenant that they are the owner s in fee simple
of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and
I, the undersigned, will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1es agree to insure the buildings on said
premises in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1es
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1es further expressly agree 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 \$10.00 and 10% of unpaid balance Dollars
as attorney's or solicitor's fees therefor, in addition to all other statutory 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 judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 1es shall pay or cause to be paid to said second part his heirs or assigns said
sum \$ of money in the above described note s mentioned, together with the interest thereon according to the terms and tenor of said note s
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 10% 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 s 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 1es waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.
IN WITNESS WHEREOF, said part 1es of the first part ha. Ve hereunto set their hand s the day and year first above written.

Chas. P. Yadon
Eva L. Yadon

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 ha. hereunto set hand this day of
1923

STATE OF OKLAHOMA, Tulsa County, ss.
Before me, Kathryn Sontag, a Notary Public in and for said County and State
on this 20th day of March 1923, personally appeared Chas. P. Yadon and Eva L. Yadon, his wife
to me known to be the identical person who executed the above
instrument and acknowledged to me that s executed the same as a 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 Mar. 24, 1925, 192 (Seal) Kathryn Sontag,
Notary Public.