

The northeast quarter (NE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of section twenty eight (28) township nineteen (19) north, range twelve (12) east.

Mortgagor warrants the title to above premises and that there are no liens or encumbrances thereon except as stated in this instrument.

This mortgage is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as ^{herein} stated, to-wit: \$1000.00 represented by the 2 promissory notes of mortgagor, of even date herewith, as follows: One note for \$500.00 due January 18th, 1925. One note for \$500.00 due January 18th, 1925.

Each note above named bears interest at the rate of 8 per cent per annum payable semi-annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or successors or pay the principal or any part thereof, or the principal thereon, when due of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now if any of said sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage, then or in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgagor expressly waives the appraisal of said real estate and all benefit of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 18th day of January, 1923.

Nathanial V. Yargee.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for the above named County and State, on this 18th day of January, 1923, personally appeared Nathanial V. Yargee, a single man to me personally known to be the identical person who executed the within and foregoing mortgage, and acknowledged to me, that he executed the same as his 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 June 1, 1924.

(SEAL) R. P. Elliott, Notary Public.

Tulsa County, Oklahoma.

Filed for record in Tulsa County, Okla. on Jan 18, 1923, at 3:40 P.M. and duly recorded in book 432, page 343, By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

219496 - BH

COMPARED

MORTGAGE.

This indenture, made this 15th day of January, A.D. 1923, between Mrs. A. G. Peterman, of Tulsa County in the State of Oklahoma, of the first part, and Mrs. Emma Williams, of Hughes County, in the State of Oklahoma, of the second part,

Witnesseth, that said party of the first part in consideration of Fifteen Hundred