

COMPARED

## MORTGAGE RECORD NO. 439

226691 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. C. Yadon, a single man

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, his  
 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:

Lots numbered forty-three (43) eighty six (86) eighty-seven  
 (87), eighty-eight (88) of the Re-subdivision of lots numbered  
 two to five and sixteen to twenty inclusive, Block One (1)  
 and Lot One (1) Block Two (2), Rodgers Heights Subdivision, Tulsa  
 County Oklahoma according to the recorded plat thereof.

8677 48 and issued  
 8.1. April 1923

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 \_\_\_\_\_

Twelve hundred and 00/100

DOLLARS,

with interest thereon at the rate of 8 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 \$1200.00 due on or before two years after  
 date and bearing interest at the rate of 8% per annum payable semi-annually  
 from date until paid. The privilege of paying \$300.00 or any multiple of said  
 sum at any time is hereby reserved and granted and second party agrees for  
 himself, his heirs, or assigns, that for each and every \$300.00 paid by first  
 party that one lot, to be selected by first party, shall be released from the  
 operation of said mortgage and proper credit given for same.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S and agree S 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. and to keep insured in favor of second party,  
 buildings on said 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 part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of Ten dollars and ten percent on unpaid balance DOLLARS,  
 which this mortgage also secures.

Part V 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 5th day of April, 19 23

R. C. Yadon

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th  
 day of April, 19 23, personally appeared \_\_\_\_\_

R. C. Yadon, a single man

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executed  
his  
 the same as \_\_\_\_\_ 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 Mar. 24, 1925. (Seal) Kathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 19 23  
 at 10:30 o'clock A. M. Book 439, Page 238

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.