

COMPARED

MORTGAGE RECORD NO. 439

355

228356 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louvenia E. Massey and G. E. Massey, her husband
a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Chas. P. Yadon
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot No. Six (6), Block Three (3) University Heights Addition
to the city of Tulsa, County of Tulsa, State of Oklahoma,
according to the recorded plat thereof.

This mortgage is given subject to a prior mortgage on said
real estate in favor of the Home Building and Loan Association
of Tulsa Oklahoma in the sum of Twenty-six hundred and 00/100
Dollars (\$2600.00).

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 _____
Five hundred fifty and 00/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
according to the terms of one certain promissory note _____ described as follows, to-wit:

One note of even date herewith for \$550.00 payable in monthly installments of
fifteen dollars (\$15.00) each, first installment due on or before the 30th day
of April, 1923 and one installment due on or before the 30th day of each and every
month thereafter until said sum has been fully paid. Said monthly installments to
bear interest at the rate of 8% per annum payable monthly from date until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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, and to insure, and 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 Y shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part ies 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 percent of the total amount herein DOLLARS,
which this mortgage also secures.

Part ies 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 30th day of March, 19 23

Louvenia E. Massey _____ SEAL,
G. E. Massey _____ SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 30th
day of March, 19 23, personally appeared _____

Louvenia E. Massey
and G. E. Massey, her husband

to me known to be the identical person S 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 Mar. 24, 1925. (Seal) Kathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 19 23
at 10:10 o'clock A. M. Book 433, Page 355

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