

#228711 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nathaniel V. Yargee (A single man)
 a Tulsa, County, Oklahoma, part Y of the first part, ha e
 mortgaged and hereby mortgage to A.Y. Boswell, Jr.,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

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All of the Northeast Quarter (NE¹/₄) of
 the Northwest Quarter (NW¹/₄) of Section
 Twenty Eight (28), Township Nineteen (19)
 North, Range Twelve (12) East, and containing
 Forty acres (40) more or less.

This mortgage is subject to a prior mortgage in favor of
 Hopping and Evans of Tulsa, Oklahoma, in the amount of
 \$1000.00. Said mortgage being dated January 18th, 1923
 and being recorded in Book 432, page 341, in the office
 of the County Clerk in and for Tulsa County, Oklahoma.
 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 Three Hundred Thirty Four & 55/100
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from ----- date -----
 according to the terms of A certain promissory note ----- described as follows, to-wit:

One Promissory note, bearing date of April 26th, 1923,
 in the amount of \$334.55, payable April 26th, 1924.,
 interest payable annually at the rate of eight per cent
 per annum, from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant E 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 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 Y 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 Fifty & no/100 ----- DOLLARS,
 which this mortgage also secures.

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

Dated this 26th day of April, 19 23

Nathaniel V. Yargee, SEAL.
 ----- SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 26th
 day of April, 19 23, personally appeared Nathaniel V. Yargee, (a single man)

xxx
 to me known to be the identical person ----- who executed the within and foregoing instrument 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 January 15th, 1927 (SEAL) Cecil L. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of April A. D. 19 23
 at 2:40 o'clock P. M. Book 439, Page 393
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.