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in Book 442 page 66

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

221854 C.J.

MORTGAGE OF REAL ESTATE,

 TREASURER'S INDENTURE
 I hereby certify that I received \$750.00 and money
 No. 7790 therefor in payment of mortgage
 due the within mortgage.
 Dated this 16 day of Feb. 1923
 WAYNE L. DICKEY, County Treasurer
W. J.
 Deputy

 This indenture made this 5th day of February
 A. D. 1923, between S. L. Yearout and wife,
 Mattie Yearout of Tulsa County, in the state
 of Oklahoma of the first part and Mike Young,
 Robert Young and J. W. Poecker of Tulsa County,

in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Seven Hundred and Fifty (\$750.00) dollars, the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said parties of the second parties heirs and assigns, the following described Real Estate, situated in Tulsa county, and State of Oklahoma, to-wit:

Lot Nineteen (19), Block Twenty Five (25), West Tulsa Addition, to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

PROVIDED, ALWAYS, and these presents are upon this express condition that whereas said parties have this day executed and delivered one certain promissory note in writing to said parties of the second part described as follows:

One note of even date herewith for Seven Hundred and Fifty (\$750.00) dollars, to be paid as follows: Thirteen (\$13.10) dollars and ten Cents, to be paid on the 5th day of March, 1923, and a like amount on or before the 5th of each and every month thereafter until the full amount of seven Hundred and Fifty (\$750.00) has been paid. It is understood that said Payments of Thirteen (\$13.10) dollars and Ten Cents shall include interest at 8% from date. Payments shall first be applied on all interest due and the balance to be credited to principal.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said parties of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma except mortgage dated November 15, 1922, in favor of Tulsa Building & Loan Association, a corporation, for an amount of Fifteen Hundred (\$1500.00) dollars.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their
 first
 hands the day and year/above written.

S. L. Yearout

Mattie Yearout